

Website Terms of Use

This website is owned and operated by Dark Matter. Throughout the website, the terms "**we,**" "**us**" and "**our**" refer to Dark Matter.

Please read these Terms of Use carefully before you start to use our website, as these will apply to your use of our website. You may wish to print a copy of these Terms of Use for future reference.

By using, accessing, or visiting the Dark Matter's website, you accept and agree to comply with the following Terms of Use, whether as a guest or a registered user. If you do not agree to the Terms of Use, Dark Matter does not authorize the use of this website in any way.

1. Privacy and cookies

- 1.1 For information on how we collect and use personal information please see our Privacy Policy. For information on cookies and other similar devices we use and how to set your cookie preferences, please see our Cookie Policy.

2. Information about us

- 2.1 This website is operated by Dark Matter LLC. We have our office at the Aldar HQ Building, Abu Dhabi, United Arab Emirates.
- 2.2 We are an international digital defence and cyber security consultancy and implementation firm with head offices in the UAE, and research and development centres in Canada and Finland.

3. Changes to these terms

- 3.1 We may revise these Terms of Use at any time by amending this page.
- 3.2 Please check this page from time to time to take notice of any changes we made, as they are binding on you.

4. Changes to this website

- 4.1 The content of the pages of this website is for your general information and use only. Dark Matter reserves the right to modify the content of this website at any time, but we have no obligation to update any information on the website, meaning the content may be out of date at any time.

- 4.2 We do not guarantee that our website, or any content on it, will be free from errors or omissions.

5. Accessing our website

- 5.1 Our website is made available free of charge.
- 5.2 We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.
- 5.3 You are responsible for making all arrangements necessary for you to have access to our site.
- 5.4 You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

6. Intellectual property rights

- 6.1 All intellectual property on, and contained in, this website and content and materials published on it, including but not limited to, text, design, graphics, logos, icons, images, videos, downloads, and software are the exclusive property of and owned by Dark Matter or its licensors, and are protected by copyright, trademark or other proprietary rights of Dark Matter or its licensors.
- 6.2 You may print one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- 6.3 You may not modify, publish, transmit, transfer, sell, reproduce, create derivative works from this website, distribute, display, or in any way exploit any of the content, in whole or in part.
- 6.4 Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

- 6.5 You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 6.6 If you print, copy or download any part of our site in breach of these Terms of Use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

7. No reliance on information

- 7.1 Dark Matter acknowledges that any information or content provided in the website is provided on an "as is" basis and does not purport to be all-inclusive and that we make no representation or warranty to the accuracy, reliability or completeness of any of the information. Any reliance on the content or materials on this website are entirely at your own risk, for which we shall not be liable for any loss or damage arising from the use of our website or any information or content on this site. You must obtain professional specialist advice before taking or refraining from any action on the basis of the content of this website. It shall be your own responsibility to ensure that any services or information available through this website meet your specific requirements.
- 7.2 Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

8. Limitation of our liability

- 8.1 Nothing in these Terms of Use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by law.
- 8.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to our site or any content on it, whether express or implied.
- 8.3 We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:
 - 8.3.1 use of, or inability to use, our site; or
 - 8.3.2 use of or reliance on any content displayed on our site.
- 8.4 If you are a business user, please note that in particular, we will not be liable for:

- 8.4.1 loss of profits, sales, business, or revenue;
- 8.4.2 business interruption;
- 8.4.3 loss of anticipated savings;
- 8.4.4 loss of business opportunity, goodwill or reputation; or
- 8.4.5 any indirect or consequential loss or damage.

8.5 If you are a consumer user, please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.6 We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

8.7 We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

9. Viruses

9.1 We do not guarantee that our site will be secure or free from bugs or viruses.

9.2 You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

9.3 You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

10. Linking to our site

- 10.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.
- 10.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.
- 10.3 You must not establish a link to our site in any website that is not owned by you.
- 10.4 Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.
- 10.5 We reserve the right to withdraw linking permission without notice.
- 10.6 The website in which you are linking must comply in all respects with the content standards set out in paragraph 12 below.
- 10.7 If you wish to make any use of content on our site other than that set out above, please contact us at contactus@darkmatter.ae.

11. Third party links and resources in our website

- 11.1 This website may contain links to external sites on the internet, which are owned and operated by third parties. Such links should not be interpreted as approval by us of those linked websites or any information you may obtain from them. These links are provided for your convenience and information only. Dark Matter has no control over and is not responsible for the availability of, or the information and content of, any third party's website. You should contact the site administrator or webmaster for those external sites, if you have any concerns regarding such links or the content located on such external sites. Dark Matter assumes no responsibility for the content of website linked from our site and we will not be liable for any loss of damage that may arise from your use of them.

12. Your use of the website

- 12.1 In using our website you agree that you shall not:
 - 12.2 do anything to encourage, procure or carry out any criminal activity;
 - 12.3 use our website for any purpose other than your personal use;
 - 12.4 use the website for any purpose that is unlawful or prohibited by these Terms of Use;

- 12.5 email, transmit or otherwise disseminate any content which is in our sole opinion defamatory, obscene, in breach of copyright or any other third party rights, vulgar or indecent or may have the effect of being harassing, threatening, abusive or hateful or that otherwise degrades or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age or disability or is otherwise unlawful;
- 12.6 advertise or promote third party or your own products or services including by way of the distribution of 'spam' email;
- 12.7 transfer files that contain viruses, trojans or other harmful programs; and/or
- 12.8 access or attempt to access the accounts of other users or penetrate or attempt to penetrate the our site's security measures.

13. Your account and password

- 13.1 If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 13.2 We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.
- 13.3 If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at contactus@darkmatter.ae.

14. Indemnity

- 14.1 You agree to indemnify and hold harmless, Dark Matter, its affiliates, directors, owners, employees and agents from and against any and all claims, liabilities, losses, costs and expenses including legal fees suffered or incurred by us arising out of the content that you share, your violation of these Terms of Use, or your violation or infringement of intellectual property laws.

15. Suspension or termination of your access

- 15.1 Dark Matter reserves the right, in its sole discretion, at any time to restrict, suspend or terminate your access to all or any part of the website for any reason without prior notice.

Dark Matter may change, suspend or discontinue all or any aspect of the website at any time, including the availability of any content, without prior notice or liability.

16. Applicable law

16.1 Your use of this website and any dispute arising out of such use of are subject to the laws of the United Arab Emirates, as applicable in the Emirate of Abu Dhabi. Any disputes arising in connection with these Terms of Use shall be settled before the Abu Dhabi civil courts.

17. Contact us

17.1 To contact us please e-mail contactus@darkmatter.ae.