**Terms & Conditions For Users**

**1. TERMS**

In these terms and conditions for users (“Terms of Use”) the terms “we", "our", "us" means www.luxiador.com and its subsidiaries, employees, officers, agents, affiliates or assigned parties.

”Website" refers to www.luxiador.com

By accessing and using this Website, you are agreeing to be bound by the Website’s Terms of Use and the Privacy Policy (together the “Terms”), all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these Terms, your sole option is to immediately cease your use of this Website. The materials contained in this Website are protected by applicable copyright and trademark law.

You may not use the Website and may not accept these Terms if (a) you are not of eighteen (18) years of age, or (b) you are a person who is either barred or otherwise legally prohibited from receiving or using the Website under the laws of the country in which you are a resident or from which you access or use the Website.

These Terms were last updated on 1st July 2021. It is effective between you and us as of the date you accept these Terms, and you do so by default through the use of the Website.

**2. USE LICENSE & RESTRICTIONS**

Permission is granted to temporarily download copies of the materials (information or software) on the Website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

1. modify or copy the materials;
2. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
3. attempt to decompile or reverse engineer any software contained on the Website;
4. remove any copyright or other proprietary notations from the materials; or
5. transfer the materials to another person or "mirror" the materials on any other server.

In accessing or using our Website you irrevocably agree and undertake to ensure that you will not:

1. use any automated device, software process or means to access, retrieve, scrape, or index our Website or any content on our Website;
2. use any device, software, process or means to interfere or attempt to interfere with the proper working on our Website;
3. undertake any action that will impose a burden or make excessive traffic demands on our infrastructure that we deem, in our sole discretion to be unreasonable or disproportionate Website usage;
4. use or index any content or data on our Website for purposes of:
	1. constructing or populating a searchable database of properties,
	2. building a database of property information; or
	3. competing with us in any manner that we have not specifically authorized;
5. transmit spam, chain letters, contents, junk email, surveys, or other mass messaging, whether commercial in nature or not;
6. use our Website or any content from our Website in any manner which we in our sole discretion determine as not reasonable and/or not for the purpose which it is made available;
7. violate the rights of any person, including copyright, trade secret, privacy right, or any other intellectual property or proprietary right;
8. pose as any person or entity or attempt to solicit money, passwords or personal information from any person;
9. act in violation of any such terms or other condition posed by us or any applicable law;
10. reproduce, republish, retransmit, modify, adapt, distribute, translate, create derivative works or adaptation of, publicly display, sell, trade, or in any way exploit our Website or any content on our Website, except as expressly authorised by us; or
11. transmit or attempt to transmit any computer viruses, worms, defects or other items of a destructive manner.

We reserve the right to exercise whatever means we deem necessary to prevent unauthorised access to our use of the Website, including but not limited to, instituting technological barriers, or reporting your conduct to any person or entity.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by us at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

**3. LIMITATIONS**

In no event will we be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the materials on the Website, even if one of our authorised representatives has been notified orally or in writing of the possibility of such damage.

We will not be liable for any loss or damage arising under or in connection with:

1. any failures due to software or internet errors or unavailability, or any other circumstances beyond our reasonable control;
2. any loss of your password or account if caused by a breakdown, error, loss of power or otherwise cause by or to your computer system and/or your account;
3. the use of, or inability to use, our Website;
4. the reliance on any content or information displayed on our Website;
5. any direct, consequential, special or punitive loss, damage, costs and expenses;
6. loss of profit;
7. loss of business;
8. loss of reputation;
9. depletion of goodwill; or
10. loss of, damage to or corruption of data.

Unless we otherwise expressly agree in writing, you agree not to use our Website for any commercial or business purposes.

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

If you enquire about a mortgage on this Website, you acknowledge and agree that your details will be sent by email directly to the agent. We do not accept any liability for any subsequent communications that you receive directly from that estate agent, landlord or developer and/or any third party.

**4. REVISIONS AND ERRATA**

We may make changes to the materials contained on the Website at any time without notice.

**5. AVAILABILITY OF WEBSITE**

We strive to ensure that our Website and the services are available to you at all times but cannot guarantee that either the Website or the services will operate continuously, without interruptions or be fault free. On occasion, necessary maintenance or upgrade work requires us to make the Website and the services unavailable without notice, but we aim to keep downtime to a minimum. We accept no liability for any interruption or loss of service. We reserve the absolute right to alter, suspend or discontinue any part of our Website or the services, including your access to it.

**6. LINKS & THIRD PARTIES**

Our Website may contain links, hyperlinks and pointers to third party products, services and/or websites that are not affiliated with Us. We have no control over the products, services or websites of these third parties and We do not guarantee or take responsibility for them. Our Website may also contain advertising from third parties and we are not responsible, nor do we make any warranties or representations for any misleading or inaccurate advertisements which are the sole responsibility of the advertiser.

Any links or advertisements on our Website should not be taken as an endorsement by us of any kind. Furthermore, our Website contains data provided by third parties and we accept no responsibility, nor do we make any warranties or representations for any inaccuracies in this material. You agree to release us from any claims or disputes of any kind arising from or in any way connected to such disputes with third parties.

By using the Website, you grant us an irrevocable, world-wide, royalty free license to commercialise, copy, license to other persons, use and adapt for any purpose any material you generate or submit to make use of the Website.

We do not warrant that the content, links, or sub-domains contained on, or associate with our Website will be available and accessible to you at all times. Information on our publications, posts, inserts, information, content should not be regarded as a substitute for professional legal, financial or real estate advice.

**7. SITE TERMS OF USE MODIFICATIONS**

We may revise these Terms of Use and any such Terms for the Website at any time without notice. By using this Website you are agreeing to be bound by the Terms of Use.

**8. CONTRIBUTIONS**

In these Terms of Use “Contributions” means any information including data, text, video, still images, audio or other material that we have permitted you to host, share, publish, post, store or upload on our Website.

We may at any time, without liability to you, remove, alter or disable access to any or all of your Contributions in our sole discretion without prior notice to you. Without limiting the previous sentence, we may remove or disable access to any or all of your Contributions if we consider that:

1. those Contributions are in breach of any law or regulation;
2. those Contributions infringe the intellectual property rights of any third party;
3. it is required to do so by a regulatory body or any relevant authority pursuant to an interim or final take-down notice;
4. those Contributions;
	1. misleading or deceptive;
	2. inappropriate having regard to the purpose of our Website;
	3. likely to cause offence;
	4. materially incorrect;
	5. obscene;
	6. defamatory;
	7. otherwise unlawful and/or against the customs or norms of the region in which this Website is referred too; or
	8. corrupted, due to the presence of a virus or other disabling code.

To the extent that any Contributions are proprietary in nature, you grant us a worldwide, non-exclusive, royalty-free, perpetual, transferable and irrevocable license to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and display and publicly perform your Contributions throughout the world in any medium, whether currently in existence or not.

You also grant each user of our Website the right to use your name or the name you submit with the Contribution, and, the right to represent and warrant that:

1. you own and control all of the rights to the Contributions; or
2. you have the lawful right including all necessary licences, rights, consents and permissions to use and authorise us to display the Contributions.

For any Contributions that you may retain moral rights in, you declare that:

1. you do not require that any personally identifying information be used in connection with the Contribution, or any derivative work, upgrade or update of the Contribution; and
2. You understand that when accessing our Website you may be exposed to the Contributions of other users of our Website. You acknowledge and agree that we do not have control of and are not responsible nor do we warrant the veracity of these other Contributions.

You represent and warrant that:

1. you have the lawful right including all necessary licenses, rights, consents and permissions to use and authorise us to display your Contributions;
2. you will not make any Contributions that infringe the intellectual property rights of any third party, and you agree to pay all royalties, fees or other monies payable by reason of any Contributions made by you; and
3. you will not make any Contributions that:
	1. are misleading;
	2. are deceptive;
	3. are materially incorrect;
	4. are likely to cause offence;
	5. directly or indirectly involve the advertising or marketing of any products or services;
	6. are obscene, including pornographic, hateful, racially or ethnically offensive material;
	7. are defamatory;
	8. are otherwise unlawful or encourage unlawful conduct; or
	9. are otherwise inappropriate having regard to the purpose of our Website.

**9. INTELLECTUAL PROPERTY**

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Access to this Website does not authorise anyone to use any name, logo or mark in any manner whatsoever.

**10. ELECTRONIC COMMUNICATIONS**

When you use the Website or send emails to us, you are communicating with us electronically. You consent to receive electronically any communications related to your use of this Website.  We will communicate with you by email or by posting notices on this Website.  You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing.  All notices from us intended for receipt by you shall be deemed delivered and effective when sent to the email address you provide on the Website for your account.

**11. INDEMNITY**

You agree to indemnify and hold us and our affiliates (and our officers, agents, partners and employees) against any and all loss, liability, claim or demand, including reasonable attorney’s fees, arising out of, or in connection with your use of and access to our Website or making Contributions not in accordance with the Terms.

**12. DISCLAIMER**

The materials on our Website are provided on an "as is" and “as available” basis and we make no warranties, expressed or implied, and hereby disclaim and negate all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, we do not warrant or make any representation concerning the accuracy, likely results, or reliability of the use of the materials on the Website or otherwise relating to such materials or on any site linked to this Website.

**13. MONITORING AND RECORDING TELEPHONE CALLS**

**14. GOVERNING LAW**

These Terms of Use and your access to the Website is subject to and governed by the laws of the United Arab Emirates as applied in the Emirate of Dubai. You agree to submit to the exclusive jurisdiction of the Courts of Dubai.

If any term of the Agreement is or may become for any reason invalid or unenforceable at law, the validity and enforceability of the remainder will not be affected.

**16. CONTACT US**

To report any suspected fraudulent or misleading property postings on our site please send us an email with the details to customercare@luxiador.com

If you have any queries, complaints or recommendations about these Terms of Use, please contact us at customercare@luxiador.com