

Terms and conditions

Please read these 'Terms and Conditions' carefully. These are general terms and conditions of Mered Residences Real Estate LLC ("MERED" and/or the "Company") governing your access and use of the Company website www.mered.ae (the "Website" /MERED Mobile App (the "App"). If you do not agree with them, please do not use the Website/App. By continuing to use the website/App, contents and/or any of the services shown on the Website/App, you agree to be bound by these Terms and Conditions.

Acceptance

You undertake that your use of the Website/App (which includes all contents on the screen, web links, emails and other services and information, along with the subsequent changes in due course ['content']) means you fully agree to the Terms and Conditions. Your eligibility to the products and services offered on the Website/App is subject to MERED determination and acceptance. You also undertake that your use of the Website/App shall not:

- Violate the respective applicable laws.
- Harm the public image of the Website/App and will only be used for all defined, permitted and productive means.
- Represent any fraudulent business activity; and that your use of the Website/App and any consequential business decision will be at your own risk.

Copyright. All Rights Reserved.

Copyright in the pages and in the screens displaying the pages, along with the information and materials therein and in their arrangement, is owned by MERED unless otherwise indicated. Re-use of any content is strictly prohibited unless otherwise stated.

Trademarks

MERED, its subsidiaries, affiliates, contractors and/or participating corporations, are the owners of the trade and service marks appearing on this Website/App and all rights are reserved in respect of such trade and service marks.

No warranty

The Company does not warrant the accuracy, correctness, completeness and acceptance of the content and / or any other information and / or materials available on the Website/App. No warranties of any kind are given, whether express, implied or by laws, including but not limited to the warranties of non-infringement of third-party rights, security, fitness, quality, compatibility, accuracy and safety.

Limitation of liability

Under no circumstance MERED will be liable for any features, functions (programming errors, other errors, linking, rectification of the errors, updates, omissions), and safety mechanisms built into the Website/App (including loss / damage of any personal data / information, or any loss whether foreseen, foreseeable, known or otherwise). MERED and/or any of its affiliates will not be liable for any consequential, incidental damage, whether direct or indirect, arising out of the use of the Website/App.

Contents of the Website/App have not been investigated or verified and are not continuously monitored. The Company reserves all rights to disclose information as it deems necessary to satisfy any applicable law, or refuse to disclose, edit, or to remove any content or information or materials, in whole or in part, at its sole discretion.

Submission

All information submitted to MERED via the Website/App shall be deemed (and remain) the property of MERED, which shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in information, a visitor to this Website/App provides MERED through this Website/App. MERED shall not be subject to any obligations of confidentiality or privacy regarding information submitted, except as agreed by MERED or as otherwise specifically agreed or required by law.

Variations

These Terms and Conditions are subject to change at any time without prior notice and even after any such change, will not alter the obligation of the user.

Online Purchases and Refunds

All purchases made through our Website/App or other transactions made in relation to the purchase of property are governed by these Terms and Conditions and the Sale & Purchase Agreement (the “SPA”) between MERED and you. MERED is not obligated to accept any payments not made in accordance with these Terms and Conditions or the SPA or made after termination of any of them.

By accepting these Terms and Conditions and signing the SPA you hereby acknowledge that any receipt of payment through this Website/App shall not be deemed or construed as acceptance of such payment or a waiver of the right to reject payment at a later date.

This Website/App can be used for payment of any charges payable by you in accordance with terms of the SPA or in compliance with applicable laws and regulations. All transactions are in the UAE dirhams unless stated otherwise. You are responsible for correct and timely payments. MERED is not obliged to notify you of any incorrect, rejected and/or declined payments. In the event of any failed transaction or if you face any technical issues with making payment, please notify us immediately.

Refunds of any payments (if any) made through the Website/App are subject to the terms and conditions of the SPA. Any duplicate or excess payments received by MERED will be adjusted against future/subsequent invoices.

Any refund request (if applicable) will only be accepted upon proof of payment made through the Website/App. You are responsible to maintain document evidencing payment through the Website/App.

Governing laws and jurisdiction

Your use of the Company Website/App, its content, services and / or any information / material posted or available on this website, shall be governed by the laws of the Emirate of Dubai, United Arab Emirates and you agree to submit to the exclusive jurisdiction of Dubai courts.

Disclaimer

No representation or warranty of any kind whatsoever is given, express or implied, for the accuracy, correctness, completeness, fitness to the purpose or non-infringement of any content or any other information or material posted or available on the Website/App. Any tangible or intangible harm / damage or any consequential or incidental damage thereof of any kind to the user, by accessing the Website/App and/or any breach of the undertaking, is entirely at the user's own risk.