

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE**

**What's in these terms?**

These terms tell you the rules for using our website [www.beah.om](http://www.beah.om)

**Who we are and how to contact us**

[www.beah.om](http://www.beah.om) is a site operated by Oman Environmental Services Holding Company SAOC ("We"). We are registered in the Sultanate of Oman under commercial registration number 1022384 and have our registered office at PO Box 1188, Postal Code 130, Bowsher, Muscat.

To contact us, please email [epr@beah.om](mailto:epr@beah.om) or telephone our customer service line on 1881

**By using our site, you accept these terms**

By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

If you do not agree to these terms, you must not use our site.

We recommend that you print a copy of these terms for future reference.

**We may make changes to these terms**

We amend these terms from time to time. Every time you wish to use our site, please check these terms to ensure you understand the terms that apply at that time.

**We may make changes to our site**

We may update and change our site from time to time to reflect changes to our services, our users' needs and our business priorities.

**We may suspend or withdraw our site**

We do not guarantee that our site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

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.

### **We may transfer this agreement to someone else**

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

### **You must keep your account details safe**

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.

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.

If you know or suspect that anyone other than you know your user identification code or password, you must promptly notify us at [epr@beah.om](mailto:epr@beah.om) or telephone our customer service line on 1881

### **How you may use material on our site**

We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws. All such rights are reserved.

You may print off 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.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us.

If you print off, 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.

### **Do not rely on information on this site**

The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

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.

### **We are not responsible for websites we link to**

Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

### **How to complain about content uploaded by other users**

If you wish to complain about content uploaded by other users, please contact us on [epr@beah.om](mailto:epr@beah.om) or telephone our customer service line on 1881

### **Our responsibility for loss or damage suffered by you**

- We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- We exclude all implied conditions, warranties, representations or other terms that may apply to our site or any content on it.
- We will not be liable to you for any loss or damage arising under or in connection with:
  - use of, or inability to use, our site; or
  - use of or reliance on any content displayed on our site.
- In particular, we will not be liable for:
  - loss of profits, sales, business, or revenue;
  - business interruption;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation; or
  - any indirect or consequential loss or damage.

## **How we may use your personal information**

We only collect the personal information that is necessary to provide the information or services requested by an individual. "Personal information" means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data). We also collect statistical information that helps us understand how people are using the web site so we can continually improve our services. The information collected is not associated with any specific individual and no attempt is made to profile individuals who browse the web site. You may be asked to participate in surveys at this site. Participation is optional, and the choice to participate or not to participate will have no effect on your ability to use other features of the site.

## **Retention of Information**

Records transmitted to this site will be identified, managed, protected, and retained as long as they are needed to meet historical, administrative, fiscal, or legal requirements.

## **Declaration**

You are confirming that the information provided herein is accurate, correct and complete and that the documents submitted along with this application form are genuine and true. In the event if information provided were not accurate, correct and complete, be'ah has the right to take necessary actions which may result in additional costs that the customer should bear.

## **Cookies**

Any web page or application at this site may use cookies. Cookies are short and simple text files that are stored on a user's computer hard drive by web sites. They are used to keep track of and store information so the user does not have to supply the information multiple times. The information that is collected through cookies at this site is handled in the same manner as other information collected here. You can configure your web browser to refuse cookies or to notify you when a web site attempts to send you a cookie. You can also check your hard drive for cookie files and delete them from your computer.

## **Prohibited uses**

You may use our site only for lawful purposes. You may not use our site:

- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm minors in any way.
- To bully, insult, intimidate or humiliate any person.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree:

- Not to access without authority, interfere with, damage or disrupt:
  - any part of our site;
  - any equipment or network on which our site is stored;
  - any software used in the provision of our site; or
  - any equipment or network or software owned or used by any third party.

### **We are not responsible for viruses and you must not introduce them**

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

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

You must not misuse our site by knowingly introducing viruses, Trojans, worms, logic bombs or other material that 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. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. 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.

### **Which country's laws apply to any disputes?**

These terms are governed by Omani law. We both agree to the exclusive jurisdiction of Muscat Courts.

### **Our trademark is registered**

You are not permitted to use be'ah's trademark without our approval.