

General

1. Welcome to the MDX Track and Trace System ('Track and Trace'), operated by Middlesex University Dubai. These Terms of Use govern your use of Track and Trace. Please read these Terms and conditions carefully.
2. By accessing and using any part of Track and Trace, you agree to be bound by these Terms. You may access and use Track and Trace in the manner permitted under these Terms.

Use of Track and Trace

3. Unless otherwise authorised by Middlesex University Dubai, we grant you a non-exclusive, limited, revocable, non-sub-licensable and non-transferrable right to use Track and Trace for your personal non- commercial use only.
4. You agree that you will not, directly or indirectly —
 - a) modify, reverse-engineer, decompile, adapt, publish, redistribute or interfere with or intercept any transaction which is part of Track and Trace;
 - b) remove, circumvent, impair, bypass, disable or otherwise interfere with any feature of Track and Trace;
 - c) access, submit or use any data that is not yours, or which you are not validly authorised to access, submit or use;
 - d) misrepresent or make false or misleading claims regarding Track and Trace;
 - e) use Track and Trace for any illegal activity, unlawful purpose, or purposes prohibited by these Terms or in breach of these Terms;
 - f) use any device, software, exploits, or routine, including any virus, Trojan horse, worm, time bomb, robot, spider, data-mining or data scraping tool or cancel bot intended to damage or interfere with the proper operation of Track and Trace or to intercept or expropriate any data from Track and Trace;
 - g) use Track and Trace in any manner that could damage, disrupt, disable, overburden, or impair the operation of Track and Trace or interfere with any person's use of Track and Trace;
 - h) while using Track and Trace, upload, post or transmit any material of any type that —
 - i) is contrary to any law or legislation;
 - j) is false, offensive, defamatory, inaccurate, misleading or fraudulent; or
 - k) infringes or violates the rights of any person;
 - l) use Track and Trace to access data not intended for you.
5. You agree to comply with any and all guidelines, notices, operating rules and policies and instructions pertaining to the use of Track and Trace, including any amendments to the foregoing, issued by Middlesex University Dubai from time to time, as well as any applicable laws and regulations.
6. You represent and warrant that your name, MISIS number/Student ID and mobile number ("Contact Data") submitted by you on Track and Trace are true, current and complete. Through your use of Track and Trace, you agree that such Contact Data may be shared, transferred and disclosed to the relevant public sector agencies and third parties for the purpose of preventing or controlling the incidence or transmission of COVID-19. Without limitation to the foregoing, you agree –

- a) to accurately provide your Contact Data when using Track and Trace to record your entry into or exit from any relevant premises; and
 - b) all or part of such Contact Data may be shared, transferred and disclosed to the owners of the relevant premises maintaining records of entry into and exit from their premises for the purpose of preventing or controlling the incidence or transmission of COVID-19.
7. Track and Trace is provided on an "as is" and "as available" basis without warranty of any kind. The accessibility and operation of Track and Trace may rely on technologies outside our control. To the extent permitted by law, Track and Trace does not make any representation or warranty of any kind whatsoever in relation to Track and Trace and disclaim all express, implied and statutory warranties of any kind to you or any third party, whether arising from usage or custom or trade or by operation of law or otherwise, including any representation or warranty –
- a) as to the accuracy, completeness, correctness, currency, timeliness, reliability, availability, interoperability, security, non-infringement, title, merchantability, quality or fitness for any particular purpose of Track and Trace; or
 - b) that Track and Trace or any associated function or feature will be continuously accessible, uninterrupted or error-free, or that defects will be corrected or that Track and Trace and their servers are and will be free of virus or other malicious, destructive or corrupting code, programme or macro.
8. Middlesex University Dubai will not be liable to you or any third party for any damage or loss of any kind whatsoever and howsoever caused, including any direct or indirect, special or consequential damage, loss of income, revenue or profit, lost or damaged data, or damage to your device, software or any other property, whether arising directly or indirectly in connection with any of the following –
- a) your use of Track and Trace;
 - b) any loss or unavailability of use of Track and Trace, howsoever caused;
 - c) any breakdown or malfunction of any equipment system or software used in connection with Track and Trace, whether belonging to us or not, including any electronic terminal, server or system, or telecommunication or other communications network or system;
 - d) your device, computer or other electronic hardware not working or functioning properly;
 - e) any inaccuracy or incompleteness in, or error or omission in the transmission of personal data or any other content made available or accessible via Track and Trace;
 - f) any delay, failure, or interruption in the transmission of personal data or any other content made available or accessible via Track and Trace, whether caused by delay, failure, or interruption in transmission over the internet or otherwise;
 - g) any decision made or action taken by you or any third party in reliance upon Track and Trace or any personal data or any other content made available or accessible via Track and Trace; or
 - h) any virus or other malicious, destructive or corrupting code, programme or macro in Track and Trace.
9. You acknowledge that your use of Track and Trace contains the possibility of human and machine errors, inaccuracies, omissions, delays, unavailability and losses, including the inadvertent loss of data which may give rise to loss or damage suffered by you, and you agree that you will not hold Middlesex University Dubai liable in any way whatsoever for the said loss or damage. You agree that you use Track and Trace at your own discretion and risk and that you will be responsible for any loss or damage suffered by you and to your device, or loss, damage to or corruption of data that results from the use of Track and Trace.
10. You will not rely on Track and Trace to claim or assert any form of legitimate expectation against Track and Trace, whether or not arising out of or in connection with our roles and functions as a public authority.
11. Without prejudice to the foregoing, no action may be brought by you against Middlesex

University Dubai, under these Terms or related to Track and Trace, more than one (1) year after the cause of action arose.

Reservation of Rights

12. Middlesex University Dubai reserves the right to change, modify or supplement these Terms at our discretion and at any time, by posting the changed, modified or supplemented Terms on or through Track and Trace, or through such other means as Track and Trace may deem appropriate. Your continued use of Track and Trace following the posting of any change, modification or supplement will constitute your acceptance of such change, modification or supplement. If you do not agree to any change, modification or supplement to these Terms, please do not use Track and Trace.
13. Middlesex University Dubai reserves the right to –
 - a) update, enhance, upgrade, reduce, or otherwise modify or vary Track and Trace, at any time, for any reason, with or without notice to you. These Terms will apply to all such updates, enhancements, upgrades, reductions, modifications or variations to Track and Trace;
 - b) suspend the use of Track and Trace, during times of maintenance (whether scheduled or unscheduled), without notice or liability to you whatsoever;
 - c) deny or restrict Use of Track and Trace to you without ascribing any reasons and without liability to you whatsoever;
 - d) discontinue or terminate Track and Trace, at any time without notice or liability to you whatsoever, whereupon all rights granted to you under these Terms will also terminate immediately; and
 - e) if your use of Track and Trace is in breach of these Terms, we may immediately disable your use of Track and Trace without notice and to take all such action as we consider appropriate, desirable or necessary.
14. Middlesex University Dubai retains the discretion in determining whether or not to provide maintenance and support services for Track and Trace, and if so, the type and nature of such maintenance and support services.

Intellectual Property

15. You acknowledge that Middlesex University Dubai owns all titles, rights and interest, including intellectual property rights, in and to Track and Trace, including any software therein. You will not do or permit any act which is directly or indirectly likely to limit our titles, rights or interest in and to the same. Unless otherwise expressly permitted by law, you agree not to modify, adapt, translate, prepare derivative works from, or decompile, reverse engineer, disassemble or otherwise attempt to derive source code from, Track and Trace. Without limiting the foregoing, you will not use in any way and will not reproduce any trademark, logo, trade name and similar mark that is associated with Track and Trace, without Middlesex University Dubai's prior written consent.
16. Middlesex University Dubai does not represent or warrant that the Use of Track and Trace by you will not constitute an infringement or misuse of any third party right, including intellectual property rights.
17. No part of Track and Trace may be reproduced or reused without Middlesex University Dubai prior written permission.

Indemnity

18. You agree to indemnify Middlesex University Dubai and hold Middlesex University Dubai harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to legal costs and expenses on a full indemnity basis) made against or suffered or incurred by Middlesex University Dubai howsoever arising directly or indirectly out of your access to or use of Track and Trace, or your breach of any of these Terms.

Governing Law

19. These Terms shall be governed and construed in accordance with laws of the United Arab Emirates.