Terms of Service

Effective Date: September 29, 2026

These Terms of Service ("Terms") govern the use of kamandagroup.com and the general business interactions and services provided by Kamanda Management LLC ("Kamanda," "we," "us," or "our").

These Terms explain the conditions for using this website. They apply to paid services only when incorporated into an agreement accepted by you and Kamanda. Browsing the website or submitting an enquiry does not by itself create a paid engagement or an obligation to purchase services.

1. Our Approach

Kamanda aims to work collaboratively with clients and business partners and to provide practical, professional support intended to contribute to successful outcomes.

We will perform agreed services with reasonable skill, care, and diligence, act in good faith, and communicate material issues affecting delivery. We will disclose material conflicts of interest and any referral remuneration relevant to a proposed recommendation before the client decides whether to proceed.

Success often depends on information, approvals, decisions, actions, market conditions, third parties, and other circumstances outside Kamanda's control.

2. Services

Kamanda may provide services including:

- Technology and AI adoption support
- Construction support
- Project management
- Business solutions
- Business coordination
- Partner sourcing
- Introductions to specialist providers
- Project planning
- Implementation oversight
- Advisory and coordination services

Before paid work begins, the parties should accept a written scope identifying deliverables, responsibilities, charges and taxes, payment milestones, timing, and any relevant acceptance criteria. Changes affecting scope, fees, or timing require mutual agreement. An invoice alone does not introduce new terms that were not agreed.

A separately accepted engagement agreement takes priority over conflicting general Terms, subject always to mandatory law. A person entering an agreement for an organisation must have authority to do so.

3. Client Responsibilities and Final Decisions

Kamanda may provide advice, analysis, recommendations, coordination, information, introductions, or support.

Clients retain final decision-making authority unless a specific mandate is agreed. This does not reduce Kamanda's responsibility for the quality of its agreed work, its own advice, or duties imposed by law.

Clients are responsible for reviewing information provided, carrying out their own due diligence, obtaining any specialist professional advice they require, and deciding whether to proceed with a recommendation, vendor, opportunity, transaction, project, or course of action.

4. Mutual Cooperation

Successful delivery depends on reasonable cooperation between Kamanda and the client.

Clients should provide accurate information, timely approvals, access to relevant stakeholders, and other materials reasonably required to perform the agreed services.

Kamanda will make reasonable efforts to communicate issues, dependencies, risks, or delays that become known during an engagement.

5. No Guarantee of Outcome

Kamanda will make reasonable efforts to support successful outcomes, but cannot guarantee:

- project completion by a particular date unless expressly agreed
- cost savings
- revenue or profit
- investment returns
- regulatory approvals
- third-party performance
- successful negotiations
- business partnerships
- technology performance
- project or construction outcomes
- commercial opportunities

- market results

Forecasts and estimates depend on stated assumptions and available information and are not promises of a particular result. This does not override an express contractual commitment, agreed delivery standard, or statutory remedy.

6. Business Introductions and Third Parties

Kamanda may introduce clients to vendors, contractors, consultants, technology providers, investors, business partners, or other third parties.

Kamanda may assist with evaluating opportunities and coordinating collaboration.

Unless expressly agreed otherwise in writing, Kamanda is not a party to contracts entered into between a client and a third party.

Final selection, negotiation, contracting, payment, and performance decisions remain with the relevant parties.

An introduction alone does not make Kamanda a guarantor of an independent third party's performance. Kamanda remains responsible for its own selection, representations, advice, and coordination to the extent required by its agreement and applicable law.

7. Technology and Specialist Partners

Where specialist implementation is required, Kamanda may coordinate delivery through trusted specialist partners.

Those providers may operate under their own contractual terms, responsibilities, warranties, and limitations.

We will clarify whether a specialist is contracted directly by the client or engaged by Kamanda as a subcontractor. Appointing a subcontractor does not, by itself, release Kamanda from its agreed delivery obligations. Directly appointed specialists remain responsible for their contracts, without excluding Kamanda's own responsibilities.

8. Information and Professional Advice

Information provided by Kamanda is intended to support business and project decision-making.

General business support is not a substitute for legal, tax, investment, engineering certification, or other regulated professional advice. Regulated work may be undertaken only through appropriately authorised professionals under an expressly agreed scope; these Terms do not represent that Kamanda holds any particular professional authorisation.

Clients should obtain specialist advice where appropriate.

9. Fees and Payment

Fees, currency, applicable taxes, payment dates, and reimbursable expenses must be agreed for the engagement. Additional work and material third-party expenses require client approval before they are incurred, unless already authorised in the agreed scope.

Clients must pay undisputed amounts when due. If an invoice is disputed in good faith, the client should promptly explain the issue and pay the undisputed portion; both parties will cooperate to resolve the balance. Raising a genuine dispute does not waive either party's rights.

Any late charge or suspension right must be expressly agreed and lawful. Before suspending work for non-payment, Kamanda will provide written notice and a reasonable opportunity to resolve the issue, except where immediate action is required by law.

10. Service Concerns, Cancellation, and Termination

Please report a service concern promptly with sufficient detail for us to investigate. Where our work fails to meet agreed requirements, we will discuss an appropriate remedy, which may include correction, repeat performance, a proportionate price reduction, or a refund as required by the agreement or law. This process does not restrict statutory remedies.

An engagement should specify its duration, cancellation rights, notice periods, and any agreed charges. Neither party may impose a new cancellation fee retrospectively. Any charge must reflect the agreement and applicable law, including consumer cancellation rights where relevant.

Where these Terms form part of an engagement and the engagement does not provide otherwise, either party may terminate for a material breach that remains unremedied after written notice and a reasonable opportunity to remedy it. Immediate termination is permitted where required by law or where a serious breach cannot reasonably be remedied.

On termination, the parties will account fairly for work properly performed and approved, unavoidable commitments. Unearned advance payments will be refunded after deducting amounts lawfully due, without double recovery. We will cooperate in a reasonable handover and return of client materials, subject to lawful retention and agreed rights.

11. Confidential Information

Each party must use the other's confidential information only for the engagement, protect it with reasonable care, and disclose it only to people who need it and are subject to appropriate confidentiality obligations.

This does not cover information lawfully public, already known without restriction, independently developed, or lawfully obtained from another source. Legally required disclosure is permitted; where lawful, the receiving party will give advance notice and limit disclosure to what is required.

Confidentiality continues for as long as the information remains confidential. Separate confidentiality agreements take priority where applicable. Personal information remains subject to applicable data-protection law.

12. Intellectual Property

Each party retains its pre-existing intellectual property. Clients retain ownership of materials they provide and permit Kamanda to use them only as needed for the engagement. Each party must have the rights needed for materials it supplies.

Ownership and permitted use of commissioned deliverables should be specified in the engagement. Unless otherwise agreed, after payment of amounts properly due for a deliverable, the client has a non-exclusive right to use it for the agreed purpose, including any embedded Kamanda materials needed for that use. Third-party licence restrictions must be disclosed before acceptance. This does not transfer ownership of Kamanda's reusable methods or templates.

Website content, branding, text, graphics, layouts, and other original materials are owned by or licensed to Kamanda Management LLC unless otherwise stated.

Third-party trademarks, photographs, logos, software, and other materials remain the property of their respective owners.

If you wish to reproduce, distribute, publish, modify, or commercially use Kamanda-owned material, you may request permission by contacting:
info@kamandagroup.com

Permission must be obtained before such use unless applicable law permits the use without permission.

13. Website Use

Users must not:

- use the website unlawfully
- submit fraudulent, abusive, or misleading information
- interfere with website security or operation
- attempt unauthorized access
- introduce malicious software
- send automated spam
- circumvent CAPTCHA or rate limits
- misuse Kamanda content or systems

Kamanda may restrict access or reject submissions where reasonably necessary to protect its systems or users.

14. Website and Service Availability

Kamanda may update or discontinue website features, but website changes do not cancel existing service commitments. Where reasonably practicable, we will give notice of changes materially affecting an active engagement.

Temporary interruptions may occur due to maintenance, third-party services, infrastructure issues, or other circumstances outside Kamanda's control.

15. Limitation of Liability

Each party is responsible, in accordance with applicable law, for loss caused by its breach of contract, negligence, or other wrongful conduct. Responsibility should reflect each party's contribution to the loss; neither party is made responsible merely because a commercial outcome differs from a forecast.

For business-to-business engagements only, and to the extent lawful, neither party is liable to the other for indirect or consequential loss. This does not exclude direct losses merely because they involve lost revenue or profit. Any financial liability cap must be expressly agreed in the engagement; these website Terms do not impose one.

No exclusion or limitation applies to fraud, deliberate misconduct, gross negligence, death or personal injury caused by negligence, or any liability that cannot lawfully be excluded or limited. Nothing limits mandatory consumer rights, data-protection rights, or remedies for defective services.

Both parties must take reasonable steps to reduce avoidable loss. Independent third-party conduct, inaccurate inputs, or external events affect responsibility only to the extent they actually caused the loss and do not excuse a party's own breach.

16. Indemnity

These general Terms do not impose an automatic obligation on a client to indemnify Kamanda against all claims. A party seeking compensation must establish its entitlement under the agreement and applicable law.

Any specific indemnity for an engagement must be expressly agreed, identify the covered risk, and provide a fair process for notice, defence, and settlement. It must not shift responsibility for the protected party's own wrongful conduct or override mandatory rights.

17. Privacy

Personal information submitted through the website is handled in accordance with Kamanda's Privacy Policy.

18. Changes to These Terms

We may update these Terms prospectively and publish the revised effective date. Material changes affecting an existing engagement require the agreement or notice process specified in that engagement and any consent required by law.

Publishing revised website Terms does not retrospectively change an accepted engagement, impose additional charges, or remove accrued rights.

19. General Provisions

If a provision is unlawful or unenforceable, it will apply only to the extent permitted or be severed if necessary; the remaining provisions continue where legally possible. Failure to enforce a right immediately does not by itself waive that right.

Neither party may transfer an engagement in a way that materially reduces the other's rights or increases its obligations without consent, except as permitted by law. Provisions intended to continue after termination, including accrued payment rights, confidentiality, intellectual property, and dispute provisions, continue to the extent applicable.

20. Governing Law

These Terms are governed by the laws applicable in Ras Al Khaimah and the federal laws of the United Arab Emirates, unless a separately accepted engagement lawfully provides otherwise.

Please contact info@kamandagroup.com with a complaint or dispute so we can seek a good-faith resolution. Either party may seek urgent relief, use an available regulator or consumer complaint process, or bring a claim without being required to complete an informal process first.

Subject to mandatory jurisdiction rules and any separately accepted dispute agreement, the competent courts of Ras Al Khaimah have non-exclusive jurisdiction. This does not remove a consumer's right to use courts or protections available under mandatory law in their country, including Saudi Arabia where applicable.

21. Contact

Kamanda Management LLC

VUET3222
Compass building - Al Hulaila,
AL Hulaila Industrial Zone-FZ, Rakez,
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