

General Terms & Conditions of Business

1.1 Quotes & Prices

- 1.1.1. All quotes/estimates are valid for 30 days from the date of submission.
- 1.1.2. Quotes/estimates are based on the information provided by the Client, including but not limited to detail on quantities, structure, scope and functionality. Any quote/estimate may therefore be subject to change should the client's requirements change at any time.
- 1.1.3. Unless otherwise stated, photography, stock images, delivery, copywriting, VAT, and other services not specified in "The Service Description" table will be charged extra.
- 1.1.4. If the contract or hourly price has not been fixed for the term of a contract, our hourly rate of AED300 will apply.
- 1.1.5. The Agency reserves the right to alter the hourly rate at any time as business needs dictate.
- 1.1.6. Quotes/estimates are based on the Agency's current costs of production and unless otherwise agreed are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.
- 1.1.7. Any estimates given by The Agency as to the time of completion or performance of its services (whether completion of the whole or a part of those services) shall be estimates only and time shall not be of the essence.
- 1.1.8. Any stated timescale is reliant upon the client providing all required information/copy/images etc within the time set out at project initiation.

1.2 Methods

- 1.2.1. The Agency reserves the right to sub-contract the fulfillment of an order or any part thereof.
- 1.2.2. Any images supplied electronically will be incorporated into designs without charge provided that they are of suitable quality. Images sourced from external image libraries may incur additional license/royalty charges payable by the Client.
- 1.2.3. Should the Client supply text, artwork or images, the Agency is not obliged to edit, check or guarantee the correctness thereof in any way whatsoever, and the end product shall be made at the entire risk of the Client.
- 1.2.4. The Agency shall be indemnified by the Client in respect of any claims, costs and expenses arising out of any libelous matter or any infringement of copyright, patent design or any other proprietary or personal rights contained in any material supplied by the Client. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
- 1.2.5. Origination and/or conceptual work and any copyright subsisting therein shall remain the property of the Agency unless otherwise agreed in writing with the Client.
- 1.2.6. The Client's property and property supplied to the Agency on behalf of the Client, while it is in the possession of the Agency or in transit to or from the Client, will be deemed to be at Client's risk unless otherwise agreed and the Client should insure accordingly.
- 1.2.7. The Agency may charge rent for storage of goods retained at Client's request, or items left with the Agency before receipt of the order or after notification to the Client of completion of the work.
- 1.2.8. When required to expedite project delivery ahead of the time needed for proper production of a given deadline, the Agency shall not be liable for defects occasioned thereby. Should such delivery require payment of overtime wages, delivery charges or other additional costs, all such extras will be for the Client's account.
- 1.2.9. The Agency shall not be required to use, print, upload or hold any matter which in its opinion is or may be of an illegal or libelous nature or an infringement of the proprietary or other rights of a third party.

1.3 Invoices & Payment

- 1.3.1. Payment must be made no more than 10 days after date of invoice unless otherwise agreed in writing in advance.
- 1.3.2. All work remains copyrighted to the Agency until settlement of relevant fee account.
- 1.3.3. All payments must be in UAE Dirham (AED).
- 1.3.4. All work completed after project inception will be billed as it is completed at the end of every calendar month as Work in Progress (WIP) until the conclusion of the project.
- 1.3.5. If the Agency incurs any costs as a result of the Client's neglect or default, the Agency may charge those costs to the Client in addition to the contract price.
- 1.3.6. The Client shall pay for any preliminary work which is produced at his/her request, whether experimentally or otherwise. A 50% rejection fee is applicable on all designs executed by the Agency should the Client cancel their contract/order.
- 1.3.7. When payment is overdue, the Agency may suspend work, service and/or delivery without notice and without prejudice to any other legal remedy until due payment has been made. Furthermore, any work started but incomplete may be suspended and payment therefore becomes immediately due and payable, notwithstanding anything expressed herein, and any monies in respect of.
- 1.3.8. The Agency may require payment in advance, or a deposit of at least 50% of the quote/estimate total prior to instigating work on an order, particularly but not limited to the following situations: new clients; clients with a poor payment history; large, lengthy or complex projects. Where a deposit is required, the balance shall be due upon completion of the work, unless otherwise agreed in writing in advance.
- 1.3.9. If your payment is returned by the bank as unpaid for any reason, you will be liable for a charge of AED500 for each occurrence.

1.4 Proofing

- 1.4.1. Proofs, pull samples, specimens, sketches, photographs, links or any representation, whether partial or total, of the finished article in whatever form may be submitted to the Client for approval.
- 1.4.2. After approval the Client shall have no claim against the Agency for errors in the exemplar as approved by them.

1.5 Insolvency

- 1.5.1. If the Client ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or is deemed to be unable to pay its debts or have a winding-up petition issued against it or being a person who commits an act of bankruptcy or has a bankruptcy petition issued against him, the Agency without prejudice to other remedies shall:
 - 1.5.1.1. Have the right not to proceed further with the contract or any other work for the Client and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Client. Such charge to be an immediate debt due to him.
 - 1.5.1.2. In respect of all unpaid debts due from the Client have a general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as it thinks fit and to apply the proceeds towards such debts.

1.6 Force Majeure

- 1.6.1. The Agency shall be under no liability if it shall be unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Client may by written notice to the Agency elect 'to terminate the contract and pay for work done and materials used', but subject thereto shall otherwise accept delivery when available.

1.7 Information Provided by You

- 1.7.1. You warrant that the name, address and payment information provided when you place your order with the Agency will be correct and you agree to notify the Agency of any changes in the name, address and/or payment details.
- 1.7.2. You agree that the Agency may disclose your name and address where any enquiries are made or for portfolio/case presentation purposes
- 1.7.3. You warrant that you possess the legal right and ability to enter into this Agreement and to use the Agency's services in accordance with this Agreement.

1.8 Indemnity

- 1.8.1. You shall indemnify us and keep us indemnified and hold us harmless from all liabilities, actions, claims, proceedings, losses, expenses (including reasonable legal costs and expenses), costs and damages, howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement, or arising out of claims based upon or relating to our work for you or any claim brought against us by a third party resulting from the provision of any Services to you and your use of them.
- 1.8.2. The Agency will notify you promptly of any claim for which the Agency seeks specific indemnification at the currently supplied address. The Agency will afford you the opportunity to participate in the defense of such claim, provided that your participation will not be conducted in a manner prejudicial to the Agency's interests, as reasonably determined by the Agency and/or its legal representatives.

1.9 Limitation of Liability

- 1.9.1. All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, are subject always to sub clause
- 1.9.2. In any event, no claim against the Agency shall be brought unless you have notified the Agency of the claim within one year of the issue arising.
- 1.9.3. In no event shall the Agency be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for any loss of business, contracts, anticipated savings or profits or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Agency's negligence or the negligence of its servants or agents or otherwise) which arise out of or in connection with the provision of any goods or services by the Agency.
- 1.9.4. The Agency warrants that its services will be provided using reasonable care and skill. Where the Agency supplies any goods supplied by a third party, the Agency does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign the benefit of any warranty, guarantee or indemnity given by the supplier of the goods to the Agency.

1.10 General Terms

- 1.10.1. These conditions and all other express terms of the contract shall be governed and constructed in accordance with the laws of United Arab Emirates and you hereby submit to the non-exclusive jurisdiction of the UAE Courts
- 1.10.2. The Agency shall not be liable or deemed to be in breach of contract by reason of any delay in performing, or failure to perform, any of its obligations if the delay or failure was due to any cause beyond its reasonable control.
- 1.10.3. All quotes/estimates, briefs and other Client/Agency documents are commercially confidential and may not be disclosed to third parties without prior written agreement.

Exception: The Agency remains the right to publicly present or via the internet the material about The Client such as brand, final and intermediate results from services, achievements which are fully/partially due The Agency's work that show The Agency's productivity and outstanding service.

1.10.4. These terms and conditions, together with any documents expressly referred to in them, contain the entire Agreement between the Agency and the Client relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings, proposals or contemporaneous communications, written or oral: between the Agency and the Client in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you confirm that you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been expressly made in this Agreement.

1.10.5. Any notice to be given by either party to the other may be sent by either email, ancillary application forms or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved, be deemed to be received on the day it was sent

1.10.6. Headings, numbering and summaries are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

1.10.7. You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and the Agency as a result of your use of these services. You agree not to hold yourself out as a representative, agent or employee of the Agency. You agree that the Agency will not be liable by reason of any representation, act or omission to act by you.

1.10.8. The Agency reserves the right to revise, alter, modify or amend these terms and conditions, and any of our other policies and agreements at any time and in any manner without prior notification. Notice of any revision, amendment, or modification will be communicated via email in accordance with our Terms and Conditions.

1.10.9. If any of the provisions of this Agreement are judged to be illegal or unenforceable, the remainder shall continue in full force and the effect of the remainder of them will be not be deemed to be prejudiced.

1.10.10. This Agreement takes effect on the date on which you order our services. Acceptance of these terms is an absolute condition of the Client requesting work. An order constitutes acceptance of all our Terms and Conditions.

1.10.11. You shall not assign this Agreement or any benefits or interests arising under this Agreement without the Agency's prior written permission.

Digital Media Terms & Conditions

3.1 Programming

3.1.1. The Agency can only program sites to be as secure as reasonably possible at the time of delivery and can not offer indemnity against future threats/developments.

3.1.2. Once the Agency has deemed a project to be complete, any amendments will be charged at the Agency's standard billing structure of AED300/hour.

3.1.3. The Agency develops websites for compatibility with the current version of Microsoft Internet Explorer: not all previous versions or every browser. If further compatibility is required, the Agency must be advised at the outset.

3.2 Ownership

3.2.1. The ownership of the web pages and copyright therein shall remain with the Agency until payment in full has been received for all sums owing. Once payment has been received, ownership and copyright shall pass to the Client for page text and graphics specific to the Client.

3.2.2. Ownership of all code used in processing web pages shall remain with the Agency and it is expressly agreed that the use of such code in processing the web pages does not confer any passing of title from the Agency to the Client.

3.3 Content

3.3.1. The Client shall supply the copy for your web pages in clear and usable permanent or electronic form and shall be entirely responsible for the content of the web pages.

3.3.2. All images uploaded to websites by the Client (via CMS, FTP or other) should be optimized (compressed file size). The Agency can provide advice on the best image editing software packages, but accepts no responsibility for the performance or compatibility of third-party software, or the results they produce.

3.3.3. When a test link is provided, it is the responsibility of the Client to test the functionality, read and check all copy, as well as approve the design and images used before approval is given.

3.3.4. The Agency can provide legal disclaimers and privacy policies; but it is the responsibility of the Client to confirm with their own legal advisers that these meet their individual requirements, as The Agency accepts no responsibility for their accuracy, relevance or currency.

Website Hosting and Email Terms & Conditions

Summary

The Agency offers website hosting and database hosting services through the use of third party providers and is subject to requirements set out in these terms and conditions and any other relevant terms and conditions, policies and notices which may be applicable to the supply of hosting services.

Below is a summary of the main points covered in these terms:

Whilst we and our suppliers will always endeavor to give you the best possible level of service, we cannot guarantee 100% availability of service.

The Agency and our suppliers accept no responsibility for any losses caused through a loss of service.

Your service will be removed if you fail to pay in time or misuse the service.

The Agency will not be liable for any costs to restore your service once it has been removed. Specifically, any websites with databases will require reprogramming once they have been removed from their original server.

Any work undertaken by the Agency at the request of the Client will be charged at our standard rate of AED300 per hour, including investigations regarding problems or loss of service that are not due to the Agency or our suppliers. The Agency should only be contacted after you and your IT professional/advisor have established that any problems are not due to you or your systems.

Shall The Client undermine the security of the website for any reason (i.e. subcontract website adjustments to a third party), The Agency shall no longer held responsible for any implications of the service.

4.1 Website & Email Content & Use

4.1.1. We make no representation and give no warranty as to the accuracy or quality of information received by any person via the Server and we shall have no liability for any loss or damage to any data stored on the Server. You warrant the accuracy, truthfulness and reliability of any information (including, where applicable, statements of opinion or advice) which you place or allow to be placed on your web pages. You warrant that you are authorized to promote and/or provide any information which you promote and/or provide on your web pages (for example if you are providing financial information, that you hold any necessary authorization under all relevant legislation).

4.1.2. You represent, undertake and warrant to us that you will use the website allocated to you only for lawful purposes. In particular, you represent, warrant and undertake to us that:

4.1.2.1. You will not use the Server in any manner which infringes any law or regulation or which infringes the rights of any third party, nor will you authorize or permit any other person to do so.

4.1.2.2. You will not host, post, publish, disseminate, link to or transmit:

4.1.2.2.1. Any material or information which is unlawful, infringing, threatening, abusive, malicious, defamatory, obscene, indecent, blasphemous, profane or otherwise objectionable in any way.

4.1.2.2.2. Any material containing a virus or other hostile computer program.

4.1.2.2.3. Any material or information which constitutes, or encourages the commission of a criminal offence, or which threatens, harasses, stalks, abuses, disrupts or violates the legal rights (including rights of privacy and publicity) of others, or which infringes any patent, trade mark, design right, copyright or any other intellectual property right or similar rights of any person which may subsist under the laws of any jurisdiction.

4.1.2.3. You will not send bulk email, whether opt-in or otherwise, from our network. Nor will you promote a site hosted on our suppliers network using bulk email.

4.1.2.4. You will not employ programs which consume excessive system resources, including but not limited to processor cycles and memory.

4.1.2.5. You shall observe the procedures which we may from time to time prescribe and you shall make no use of the Server which is detrimental to other customers.

4.1.2.6. You shall procure that all mail is sent in accordance with applicable legislation (including data protection legislation) and in a secure manner.

4.1.2.7. In the case of an individual User, you warrant that you are at least 16 years of age and if the User is a company, you warrant that the Server will not be used by anyone under the age of 16 years.

4.1.2.8. You are entirely responsible for any civil or criminal liability that is incurred as a result of any use of your web pages. If you post or allow to be posted a defamatory or libelous message, it is you that will be deemed to have published it and you shall be liable for the consequences of it.

4.1.3. We and our suppliers reserve the right to remove any material which they deem inappropriate from your web site without notice (specifically, but not restricted to, WareZ and illegal MP3 content).

4.1.4. If you advertise or offer to sell goods or services via your web pages, you undertake to provide goods in conformity with any description and warranties made. You agree to comply with all relevant legislation. If you are advertising goods in the course of a trade or business this must clearly be so stated.

4.2 Charges

4.2.1. All charges payable by you for the Services shall be in accordance with the scale of charges and rates published from time to time by us and shall be due and payable in advance of their service provision without any set-off or other deduction. We reserve the right to change pricing at any time, although all pricing is guaranteed for the current subscription period.

4.2.2. Payment is due no more than 5 days prior to the month of execution of continuous services

4.2.3. Without prejudice to our other rights and remedies under this Agreement, if any sum payable is not paid on or before the due date, we shall be entitled forthwith to suspend or terminate the provision of Services to you.

4.2.4. If an account goes unpaid for at least ten days, the account and its associated services are suspended. A charge will be applied upon account reactivation to cover administration costs, based on our standard hourly charge of AED300. An estimate of this cost will be given prior to any work being undertaken.

4.2.5. Once an account has been suspended, access to files, databases and other content is explicitly denied. After an account has been suspended for 10 days it will be terminated,

with all files, databases and other content - including the account itself - permanently deleted. The Agency will transfer all files as they appear 1 day before the termination and shall no longer be responsible for any items or related material.

4.2.6. Should access to files, databases and other content be required before they are deleted, account reactivation will be required, incurring a reactivation charge based on our standard hourly rate of AED300.

4.2.7. The Agency's pricing is based on the Client's site generating accesses (using bandwidth) roughly in proportion to the number of pages on the site. Should accesses to your site increase beyond a reasonable level, The Agency and our suppliers reserve the right to make additional charges at any time.

4.2.8. Any accounts that go over the limits prescribed will be charged a AED1,000 administration fee for each month in which the limit is exceeded, in addition to charges for any further resources/subscriptions required. The Agency and/or our suppliers reserve the right to suspend or terminate any accounts should the limits be repeatedly or substantially exceeded.

4.3 Investigation Charges

4.3.1. Any investigations undertaken by the Agency at the request of the Client into perceived problems, such as loss of service, where it is subsequently found that the Agency or our suppliers are not at fault, will be charged at AED300 per hour. We therefore suggest that the Agency is only contacted after the Client and their IT professional/advisor have fully established that any problems are not due to your systems or actions.

4.4 Security

4.4.1. Any access to other networks connected to the Agency or our suppliers must comply with the rules appropriate for those other networks.

4.4.2. While our suppliers will use every reasonable endeavor to ensure the integrity and security of the Server, neither we nor the our suppliers guarantee that the Server will be free from unauthorized users or hackers and neither we nor our suppliers shall be under any liability for non-receipt or misrouting of email or web traffic, or for any other failure of email or websites. Your data pages may not be secure against hackers and you take that risk. If you find evidence of infiltration, you must notify the Agency immediately so that your server can be taken offline until any vulnerabilities are fixed. The Agency can provide an estimate of the work required to fix any vulnerabilities if required.

4.4.3. The Agency and our suppliers shall take reasonable care to avoid introducing computer viruses to your computer systems and shall not be liable to you by reason of any virus unknowingly introduced to your system by it for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or any claims which arise out of or in connection with such introduction of a computer virus.

4.4.4. The Client shall effect and maintain adequate insurance cover in respect of any loss of service, or loss or damage to data stored on the Server.

4.4.5. The Client shall keep secure any identification, password and other confidential information relating to your account and shall notify us immediately of any known or suspected unauthorized use of your account or breach of security, including loss, theft or unauthorized disclosure of your password or other security information.

4.5 Service Availability

4.5.1. Our suppliers shall use their reasonable endeavors to make available to you at all times the Server and the Services but neither we or our suppliers shall, in any event, be liable for interruptions of Service or down-time of the Server.

4.5.2. The Agency and our suppliers shall have the right to suspend the Services at any time and for any reason, generally without notice, but if such suspension lasts or is to last for more than 7 days you will be notified of the reason in writing.

4.5.3. No backups of any files, databases or any other content will be made unless explicitly requested (with time taken to carry out requested backups charged at the standard rate of AED300 per hour) or as part of our automated backup service which usually offered together with website support.

4.6 Termination

4.6.1. The Agency expressly reserves the right to terminate or suspend your subscription without prior notice should you fail to comply with any clause within these Terms and Conditions or should the Agency or our suppliers deem such action necessary where legal proceedings are threatened or issued regarding the form or content of your web pages and in such circumstances the Agency will confirm such termination or suspension by subsequent notice.

4.6.2. No refunds will be made for Services suspended and/or terminated. Where the Agency or our suppliers terminate or suspend your subscription in reliance upon your breach of Agreement, or you terminate your subscription, you will not be entitled to any refund of any 'unused' part of your subscription.

4.6.3. If you are a company and you go into insolvent liquidation or suffer the appointment of an administrator or administrative receiver or enter into a voluntary arrangement with your creditors, we shall be entitled to suspend the Services and/or terminate this Agreement forthwith without notice to you.

4.6.4. We reserve the right to suspend the Services and/or terminate this Agreement at any time.

4.6.5. You may cancel the Services at the contract expiration date, provided that ninety (90) days' notice has been communicated via email and providing that all charges have been paid.

4.6.6. On termination of this Agreement we shall be entitled to immediately block your Website from our Server and to remove all data located on our servers.

4.6.7. The agency shall not be liable for any consequential loss whatsoever in relation to termination of your account in any circumstances.