

# Terms & Conditions

These Terms are entered into between your company/individual as a (hereinafter referred to as the “Client” and also as “you” or “your”) and GO-Globe Technologies, (hereinafter referred to as the “Developer” and also as “we”, “our” or “us”).

The Client and the Developer shall hereinafter collectively be referred to as the “Parties” and individually as the “Party”.

This Agreement includes and hereby incorporates by reference the Developer’s rules and policies. Developer’s rules and policies may be modified by the Developer during the continuance of this Agreement, in its sole discretion. In the event of a conflict between any such rules and policies and this Agreement, this Agreement shall prevail.

## 1. SCOPE, COMMENCEMENT AND DURATION

1.1 This Agreement contains the terms and conditions on which the Client is willing to retain the Developer for the provision of Services.

1.2 The Agreement shall commence on the date of its execution and shall be terminated as mentioned in Clause 13 hereof.

## 2. INTERPRETATION

2.1 In this Agreement, unless the context otherwise requires:

“Service(s)” means and shall include, without limitation, web design, development, identity, SEO, hosting.

“Work” means any copyrightable works, ideas, discoveries, inventions, patents, products, or other information, developed in whole or in part by the Developer in connection with the Services as provided under this Agreement.

“Excluded Work” means any inventions, original works of authorship, discoveries, concepts, patents, products, ideas, techniques, procedures, or information, if any, to which Developer presently has any right, title or interest, and which were previously conceived either wholly or in part by Developer.

“Offer” shall mean a document presented by the Client that describes the proposed Work in detail.

“Wireframe” means a basic visual guide used in web design to suggest the layout of fundamental elements in the interface.

“Developer’s Brief” shall mean and include, without limitation, the Offer, site map, Wireframe, draft, and estimated cost of the Work.

“Technical Support” means any technical errors that may arise from issues related to the Developer’s server or from its programming efforts.

“Proprietary Rights” means any and all rights, title, ownership, and interest in and to copyrights, mask works, industrial designs, trademarks, service marks, trade names, trade secrets, patents, and any other rights to intellectual property, recognized in any jurisdiction, whether or not perfected.

2.2 The headings of the Agreement are for convenience only and shall not affect its interpretation.

2.3 Unless otherwise specified, words importing the singular include the plural, words importing any gender include every gender, and words importing persons include bodies corporate and unincorporated and (in each case) vice versa.

2.4 References to this Agreement or any other document shall, where appropriate, be construed as references to this Agreement or such other document as varied, supplemented, notated, and/or replaced in any manner from time to time.

### 3. AUTHORIZATION AND NATURE OF RELATIONSHIP

3.1 The Developer agrees to perform the Services herein solely as an independent contractor. The Parties understand that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorising either Party to act as the agent of the other. The Developer is and will remain an independent contractor in its relationship to the Client. Nothing in this Agreement shall create any obligation between either Party and/or a third party.

3.2 The Developer shall ensure to complete the Work and each task in substantial conformity with the specifications and the instructions as agreed upon between the Parties.

3.3 The Client hereby authorizes the Developer to carry out any and everything that is required to perform the Services, including but not limited to accessing the Client's server space and database. The Client also authorises the Developer to access files and any material required for publicizing or publishing the Client's completed website online.

### 4. WORK AND FINANCIAL PROVISIONS

4.1 E-mail/local phone consultation during the initial planning/development stage is free. If the Client requests to be visited by the Developer at their premises, they will be charged an hourly rate of 350 AED, including travel time. The Parties agree to have a maximum of one free online meeting per week, with a duration not exceeding one hour, as part of the project collaboration and progress updates, which will be provided free of charge. Any additional meetings requested by the Client beyond the agreed maximum or exceeding the allotted time will be billable at the standard hourly rate of 350 AED per hour. The Parties will mutually determine the schedule and agenda for the meetings and make reasonable efforts to ensure attendance and active participation.

4.2 The Developer's Brief is tailored in such a way that it requires specific information to be provided and supplied by the Client prior to commencement of any Work. In relation to the Work, any additional features, changes, corrections, new preferences, or instructions received after the acceptance of Developer's Brief by the Client will incur additional hourly rate charges of 350 AED.

4.3 The Services provided under this Agreement shall be available to the Client for the price specified in the Developer's Brief.

4.4 Payments by the Client to the Developer shall be made as per the invoice based on clauses 4.7 and 4.8.

4.5 An acknowledgment receipt shall be given by the Developer to the Client once a payment has been received.

4.6 Custom graphic design work, beyond the scope of Developer's Brief, shall be billed at an hourly rate of 350 AED. The net design/development time, measured in workdays, does not include time for approvals, changes or correction requests, content delivery, or other critical responses.

4.7 The standard number of revisions included in this proposal is limited to 3. Any additional revisions beyond this limit will be charged at the standard hourly rate of 350 AED per hour. The standard website design service includes one homepage and one internal page concept design with up to three design revisions. Additional fees will be charged if the work exceeds 2 hours for new features, revisions, corrections, and directions, once the site map, wireframe, and draft are approved.

4.8 If the total value of the Work is less than 100,000 AED, the Client shall pay (if not agreed otherwise):

a) 50% of the total amount right after the commencement of the Work, b) 25% payment before the demo version is developed, c) 25% before the final deployment.

4.9 If the total value of the Work is equal to or more than 100,000 AED, the Client shall pay (if not agreed otherwise):

a) 35% of the total amount before commencement of the Work, b) 35% at a mutually agreed stage/milestone of the Work, c) 30% before final deployment

4.10 For the avoidance of doubt, the final payment shall be cleared after the deployment of Work on the Developer's server or before the Client's server. If the Client requests for the Work to be placed on their server from the beginning of the project, 100% payment shall be made upfront.

4.11 The payment by the Client shall be deemed to mean that he has understood and read this Agreement and is willing to be bound by it.

4.12 The Work shall be loaded online in a demo directory of the Client's web host or on the Developer's server for the Client to view and approve. During the approval stage, any typographical errors, design changes, and other corrections will be made according to the Client approved project Wireframe and design.

4.13 The Client may choose to host Work either on Developer's servers or on a different server operated by another web host (alternatively, ask to receive Work on a CD, USB, portable hard drive, etc.). If the Client decides to use an outside hosting provider, the Client shall select a hosting service that allows the Developer full access to the Client's account via FTP. The Client shall be solely responsible for all hosting service charges, server glitches, and any issues that may arise to prevent the Developer from accessing the server.

4.14 Installation of Work onto the Client's ISP host computer will be free.

4.15 Client shall pay additional expenses required for the completion of the Work, provided that Client's written approval is obtained before expenses are incurred. These additional expenses include but are not limited to, the purchase of custom fonts, stock photography, additional graphic works, etc.

4.16 The final web content (text, images, video, etc.) shall be supplied by the Client. The Developer shall be responsible for the web content equal to or less than 5000 (Five Thousand) words. Any additional web content may be subjected to additional fees, as it will require additional development time. The Client must provide the final website content within 30 calendar days following the completion of the designed site or the final demo. Failure to provide the necessary content within the specified timeframe may result in additional charges and delays in the completion of the project. If stock images are not provided by the Client, they can be purchased for an additional price from recommended sites such as [www.depositphotos.com](http://www.depositphotos.com) and <http://www.istockphoto.com>, etc., Advanced retina display optimization is not included in the standard offers and will be invoiced separately if necessary.

4.17 The Client and its staff shall be imparted a 1-hour total of general Internet orientation, education, marketing strategy, and consultation by the Developer. Any additional education and/or consultation, besides the one mentioned above, shall be charged at an hourly rate of 350 AED.

4.18 Any additional work after the deployment (updating links, changes, upgrades, or corrections arising from mistakes made by the Client) shall be billed at an hourly rate of 350 AED.

4.19 The Offer is valid for a period of 30 calendar days from the date of issuance and should be treated as private and confidential. The Client may not share or disclose this proposal to any other party without prior written authorization from GO-Globe.

## 5. COMPLETION DATE

5.1 The Parties agree that they shall work together and assist each other to complete the Work in a timely manner. Unless otherwise expressly mentioned in the Offer or Developer's Brief, the Work shall be completed within Sixty (60) calendar days from the initial down payment by the Client, for the Work.

5.2 The Client shall be responsible from time to time for the approvals, changes or update requests, and content or image delivery.

5.3 The Developer's Work time estimate is net (excluding the mentioned time to respond, approve, etc.).

## 6. OWNERSHIP OF PROPRIETARY RIGHTS

6.1 All the Proprietary Rights in the Work shall remain the property of the Developer until all payments are received by the Client.

6.2 After all the payments have been received by the Developer; the ownership of Proprietary Rights in the

Work shall become the exclusive property of the Client. Upon request by the Client, the Developer shall sign all documents required to confirm or perfect the exclusive ownership of Client to the Work.

6.3 The Excluded Work shall not form part of the Work and its ownership shall be retained by the Developer.

## 7. CONFIDENTIAL INFORMATION

7.1 Throughout the duration of this Agreement, the Parties recognize the sensitivity of certain information that may come to their knowledge. It is understood that the Parties may choose to engage with external entities for various aspects of their responsibilities under this Agreement, without any explicit restriction. Confidential information, as defined in this Agreement, should be handled with the utmost care and discretion. This obligation extends beyond the termination of this Agreement.

7.2 In the event that external entities are involved, all Parties, including those external, are expected to adhere to the confidentiality policies set forth by the Party sharing such information. Additionally, reasonable security measures should be implemented to ensure the protection of this confidential information.

7.3 Recognizing the potential harm to the disclosing Party's interests or its business relationships, all Parties, including external entities, are urged to avoid any unauthorized use or disclosure of confidential information. Such actions could be deemed as an infringement on privacy, misappropriation, or improper disclosure of trade secrets.

## 8. WARRANTIES GIVEN BY THE DEVELOPER

8.1 The Developer affirms that it possesses the necessary legal authority to commit to and fulfill its obligations under this Agreement.

8.2 In assuring the Client, the Developer expresses confidence in its experience and capabilities to carry out the Services outlined herein. The commitment is to conduct these Services with professionalism, competence, and adherence to agreed timelines.

8.3 The Developer further commits to delivering the Work in alignment with the Client's specified requirements and the mutually agreed terms between the Parties.

8.4 The warranties and representations made by the Developer in this Agreement are comprehensive and exclusive. No additional representations or warranties, whether explicit or implicit, have been provided to the Client by the Developer.

8.5 The Developer assures the Client that each of the representations and warranties it has made is accurate and free from any potential misrepresentation.

8.6 The Developer is not aware of any inaccuracy or falsehood in any representation or warranty made by the Client in this Agreement.

## 9. WARRANTIES GIVEN BY THE CLIENT

9.1 The Client warrants and represents that it has full legal authority to enter into and exercise its obligations under this Agreement.

9.2 The Client represents and warrants to the Developer that it will provide content to the Developer as required in a professional, competent, and timely manner.

9.3 The Client further represents that it has funds available to pay the Developer for the Work under this Agreement.

9.4 The Client acknowledges that Services provided by the Developer and the processes and techniques adopted by the Developer are confidential and not subject to scrutiny by the Client.

9.5 The Client has no knowledge that any representation or warranty given by the Developer in this Agreement is inaccurate or false.

9.6 The representations and warranties given in this Agreement by the Client are the only representations and warranties. The Client has given no other representation or warranty, either expressed or implied, to the Client.

9.7 The Client warrants to the Developer that each of the representations and warranties made by it is

accurate and not misleading.

9.10 The Client agrees and acknowledges that it shall not offer any work, directly or indirectly, or enter into a commercial agreement with any current or ex-employees of the Developer or any third party that is bound by a confidentiality or competition agreement with the Developer.

## 10. LAWS AFFECTING ELECTRONIC COMMERCE

10.1 Developer shall not be responsible for Client's compliance or non-compliance with any applicable local, national and/or international laws in connection with electronic commerce, and it shall be the sole responsibility of the Client.

## 11. TECHNICAL SUPPORT

11.1 One (01) year of free Technical Support will be offered from the date of deployment on the Developer server, provided that "Developed by the GO-Globe.com" is displayed on the site. "Lifetime" technical support covers troubleshooting technical issues and support for the deployed website, provided that the "Developed by GO-Globe" credit is displayed on the site and the code remains unaltered.

11.2 For the purposes of Technical Support, the Work shall not be altered by anyone other than Developer, otherwise, any support would be based on [www.go-globe.com/support.php](http://www.go-globe.com/support.php)

11.3 Notwithstanding clause 11.1, Technical Support shall not be provided if the Work is altered after deployment by the Client.

11.4 Developer prohibits the sending of spam or unsolicited bulk email from accounts hosted on its server and reserves the right to terminate the web hosting immediately without any refund in case of non-compliance agreement.

## 12. ADDITIONAL SERVICES

12.1 Any revisions, additions, or redesigns of Work that the Client wants the Developer to carry out that are not specified in this Agreement and considered "additional", shall require a separate Agreement, Offer and separate charges.

## 13. TERMINATION, ITS EFFECTS AND REFUND

13.1 This Agreement may be terminated by either party by giving the other written notice within ten (10) days of the initial down payment (all details regarding VAT will be part of the invoice).

13.2 If the Client terminates this Agreement in accordance with Clause 13.1, it shall pay the Developer for completed Work at an hourly rate of 350 AED. On receipt of such payment, Developer will deliver to the Client Work in process, all of which will be deemed provided "AS IS" and "WITHOUT WARRANTY," but with all rights granted to Client regarding ownership.

13.3 All refunds from the Developer shall be payable within 30 calendar days of the Client's notification to terminate the Agreement.

13.4 If the Client fails to provide such termination notice as mentioned in clause 13.1, the Developer shall have the right to refuse the refund of down payment and retain the Proprietary Rights in the Work.

13.5 In the event of termination of this Agreement, in accordance with clause 13.1, by the Developer, the Developer shall return, to the Client, the completed Work along with the payments, excluding any payment for the Work already done.

13.6 This Agreement shall be voidable at the option of the Developer if the Client does not supply the Developer with requested supportive material (complete text, graphic content, descriptions, etc.) or Client does not respond within 30 calendar days from the Developer's final time estimate for the Work.

13.7 In case the Developer terminates this Agreement in accordance with clause 13.6, the ownership of all Proprietary Rights shall remain with the Developer.

13.8 If the Developer chooses not to terminate this Agreement in accordance with clause 13.6, the Developer shall reserve the right to terminate services within 48 hours and impose a 20% penalty of the total Work or due amount for each month (30 calendar days) on any type of delay, incl. late payments, etc.

## 14. ARBITRATION

14.1 Any disputes in excess of 6,000 AED arising out of this Agreement shall be submitted to binding arbitration before the UAE Government authorities, or a mutually agreed upon arbitrator pursuant to the rules of the UAE judicial system.

14.2 The Arbitrator's award shall be final, and judgment may be entered in any court having jurisdiction thereto. The arbitrator's fees will be split 50/50 between the client and the developer. In a legal case, the losing party will bear all the costs on behalf of the other party.

## 15. GOVERNING LAW AND JURISDICTION

15.1 This Agreement shall be governed and construed in accordance with the laws of the UAE. A competent court of law in Dubai, UAE, shall have jurisdiction to entertain all suits/cases and other matters arising out of and under this Agreement.

## 16. GENERAL PROVISIONS

16.1 This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous agreements and understandings between the Parties with respect to this Agreement.

16.2 No modification or amendment to this Agreement shall be binding upon any Party unless in a written instrument signed/executed by both parties.

16.3 The failure or delay of one Party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and shall in no way affect that Party's right to later enforce or exercise it, unless that Party issues an express written waiver.

16.4 This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.

16.5 Time is of the essence in this Agreement.

16.6 If any part of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect. Payment of an invoice signifies the Client's acceptance of the terms and conditions outlined in this Agreement. The full terms and conditions can be read and downloaded at [www.go-globe.com/tc.pdf](http://www.go-globe.com/tc.pdf).

## LIMITATION OF LIABILITY

17.1 The Developer shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, data, or business opportunities, arising out of or in connection with this Agreement or the use of the Services, even if the Developer has been advised of the possibility of such damages.

17.2 The maximum liability of the Developer to the Client for any claim arising out of or in connection with this Agreement or the Services shall not exceed the total amount paid by the Client to the Developer under this Agreement.

## INDEMNIFICATION

18.1 The Client agrees to indemnify and hold the Developer harmless from any claims, damages, losses, or liabilities (including reasonable attorneys' fees) arising out of or in connection with the Client's use of the Services, breach of this Agreement, or violation of any applicable laws or regulations.

18.2 The Developer agrees to indemnify and hold the Client harmless from any claims, damages, losses, or liabilities (including reasonable attorneys' fees) arising out of or in connection with the Developer's breach of this Agreement or its negligence or willful misconduct.

## FORCE MAJEURE

19.1 Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay is caused by events beyond its reasonable control, including but not

limited to acts of God, natural disasters, war, terrorism, strikes, labor disputes, government actions, or any other event that is unforeseeable and beyond the Party's control.

**NOTICES**

20.1 All notices and communications between the Parties shall be in writing and sent to the addresses specified in this Agreement or to such other addresses as may be notified in writing by either Party.

20.2 Notices may be delivered personally, by registered mail, or by email with confirmation of receipt.

**ENTIRE AGREEMENT**

21.1 This Agreement, including any attachments or incorporated documents, constitutes the entire agreement between the Parties and supersedes all previous agreements, understandings, and representations, whether oral or written, relating to the subject matter of this Agreement.

**SURVIVAL**

22.1 Any provisions of this Agreement that by their nature extend beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

**LANGUAGE**

23.1 This Agreement is written in English. In case of any discrepancy or conflict between translations of this Agreement, the English version shall prevail.

City, Date

on behalf of GO-Globe.com team

on behalf of .....

Karel ZEMAN CEO