

## TERMS AND CONDITIONS (T&C) CONSTITUTING A PART OF THE INVOICE

These Terms (“**Agreement**”) are entered into between **Client** (hereinafter referred to as the “**Client**” and also and also as “you” or “your”) and GO-Gulf web design, (hereinafter referred to as the “**Developer**” and also as “we”, “our” or “us”).

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 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.

“**Proposal**” 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 Proposal, site map, Wireframe, draft and estimated cost of the Work.

“**Technical Support**” means any technical errors that may arise from issues related to 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 un-incorporate and (in each case) vice versa.

- 2.4 Reference 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 authorizing 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 every thing that is required to perform the Services, including but not limited to accessing the Client's server space and database. The Client also authorizes 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; however, long-distance phone charges and courier charges will be billed on actuals. If the Client requests to be visited by the Developer at their premises, they will be charged an hourly rate of 350 AED (68 EURO) including travel time.
- 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 (68 EURO).
- 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 4.7 and 4.8 .
- 4.5 An acknowledgement 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 (68 EURO).

#### **Web development**

- 4.7 If the total value of the Work is less than 100,000 AED (19,500 EURO), the Client shall pay:
  - a) 50% of the total amount before the commencement of the Work
  - b) 25% payment before demo version is developed
  - c) 25% before final deployment.
- 4.8 If the total value of the Work is equal to or more than 100,000 AED (19,500 EURO), the Client shall pay:
  - 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

#### **Corporate identity**

- 4.7 If the total value of the Work is less than 100,000 AED (19,500 EURO), the Client shall pay:
  - a) 50% of the total amount before the commencement of the Work
  - b) 50% payment after initial Work is provided (then unlimited revisions guaranteed; however modifications after approvals will be billed as per standard hourly rate)

- 4.8 If the total value of the Work is equal to or more than 100,000 AED (19,500 EURO), the Client shall pay:
- a) 35% of the total amount before commencement of the Work
  - b) 35% payment after initial Work is provided
  - c) 30% before final deployment
- 4.9 For the avoidance of doubt, the final payment shall be cleared before deployment of Work on Client's or Developer's server.
- 4.10 Any and all payments made at any stage of this Agreement are non-refundable (except as provided in 13.5) whether or not, the Client chooses to terminate this Agreement before the completion of Work.
- 4.11 The payment by Client shall deem 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 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 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 necessary 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, 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 or less than 5000 (Five Thousand) words. Any additional web content may be subjected to additional fees, as it will require additional development time.
- 4.17 The Client and its staff shall be imparted 1-hour total 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 (68 EURO).
- 4.18 Any additional work after the deployment (updating links, changes, upgrades, corrections arising from mistakes made by the Client) shall be billed at an hourly rate of 350 AED (68 EURO).

## **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 Proposal 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, content or image delivery.
- 5.3 The Developer's Work time estimate is net (excluding 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 Developer.
- 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 necessary 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 The Parties agree that they shall not, at any time, in any manner, either directly or indirectly, use for their personal benefit, or divulge, disclose or communicate in any manner any information that is the property of other Party. The Parties will protect such information and treat it as strictly confidential. This provision shall continue to be in effect after the termination of this Agreement.
- 7.2 The Parties agree to abide by policies established by the other Party for the protection of confidential information, and to take reasonable security precautions to safeguard such information.
- 7.3 The Parties further agree that the unauthorized use or disclosure of confidential information will be prejudicial to the interests of the other Party or the entities with which that Party has business relationships and may be an invasion of privacy or a misappropriation or improper disclosure of trade secrets.

## **8. WARRANTIES GIVEN BY THE DEVELOPER**

- 8.1 The Developer represents and warrants that it has full legal authority to enter into and exercise its obligations under this Agreement.
- 8.2 Developer represents and warrants to the Client that it has the experience and ability to perform the Services mentioned herein above; that it will perform the proposed Services in a professional, competent and timely manner.
- 8.3 Developer further warrants that it shall provide the Work as specified by the Client requirements and as agreed between the Parties.
- 8.4 The representations and warranties given in this Agreement by the Developer are the only representations and warranties. The Developer has given no other representation or warranty, either expressed or implied, to the Client.
- 8.5 The Developer warrants to the Client that each of the representations and warranties made by it is accurate and not misleading.
- 8.6 The Developer has no knowledge that any representation or warranty given by the Client in this Agreement is inaccurate or false.

## **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 process and techniques adopted by the Developer are confidential and are 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.

## **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-Gulf.com" is displayed on the site.
- 11.2 For the purposes of Technical Support, the Work shall not be altered by anyone else other than Developer.
- 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 on non-compliance.

## **12. ADDITIONAL SERVICES**

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

## **13. TERMINATION, ITS EFFECTS AND REFUND**

- 13.1 This Agreement may be terminated by either party by giving to the other a written notice within ten (10) days of the initial down payment.
- 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 (68 EURO). 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 In case 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.
- 13.4 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.
- 13.5 In case the Developer terminates this Agreement in accordance with clause 13.4, the ownership of all Proprietary Rights shall remain with the Developer. Furthermore, notwithstanding anything to the contrary, the Client shall lose the right to claim refund of down payment and/or any other payment made in connection with this Agreement and all those payments shall remain with the Developer.
- 13.6 If the Developer chooses not to terminate this Agreement in accordance with clause 13.6, the Developer shall reserve the right to impose a 20% penalty of the total Work cost for each month (30 calendar days) on any type of delay.

## **14. ARBITRATION**

- 14.1 Any disputes in excess of 6,000 AED (1,350 EURO) 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 Client shall pay all arbitration and court costs, reasonable attorney's fees and legal interest on any award or judgment in favor of the Developer.

## **15. GOVERNING LAW AND JURISDICTION**

- 15.1 This Agreement shall be governed and construed in accordance with the laws of 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 the 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.

The Parties have set and subscribed their hands on the day, month and year mentioned below alternatively made a payment accordingly.

In Dubai, January 20, 2015

On behalf of GO-Gulf / GO-Globe team



Karel ZEMAN  
CEO