

Pay Monthly Website Terms and Conditions

Definitions

The words and expressions used in this document are defined here:

“Services”	The services provided by The Supplier. Any work carried out (paid or unpaid) by The Supplier on behalf of The Client.
“Website”	The website that ads creative solutions create for The Client.
“Agreement”	The terms of this document by which The Supplier and The Client will be bound.
“Hosting Company”	The provider The Supplier will use to host the website on the internet.
“Go Live”	The process of publishing a new website live on the internet or activating programming code.
“The Supplier/ ads creative solutions ”	ads creative solutions , it’s agents and employees.
“The Client/you”	The party signing up with ads creative solutions for the delivery of online services including web design, hosting, digital marketing, email services etc.

Standard Terms & Conditions

1. Unless otherwise agreed in writing by a Director of **ads creative solutions**, our standard Terms and Conditions shall apply to all clients.
2. These Terms and Conditions are subject to change and may be updated from time to time. Any changes will be communicated by email to the email address provided on sign up.
3. No failure or delay by any party in exercising its rights under these Terms and Conditions shall be deemed to be a waiver of any of those rights.
4. Any delivery time estimates quoted by **ads creative solutions** for the services is an estimate only. We shall not be liable for any failure to meet any such estimate, nor any loss, of whatever nature, resulting directly or indirectly from it.
5. We may use qualified subcontractors under our supervision for any or all work from time to time or in the entirety of the project, where appropriate and as we deem it necessary.
6. To maintain our portfolio credentials and the integrity of any applicable copyrights, we will place a “website by **ads creative solutions**” ‘type’ link back to our own site in the footer of all our websites. We reserve the right to reproduce images of your website in marketing and or portfolio listings of previous work we have completed.
7. When the Client is supplying images/graphics/text copy/video and any other media for use on the website, the Client warrants that they either own the copyright for this content or have obtained permission from the copyright holder and can therefore legally and reasonably use the content on the website. **ads creative solutions** shall not be liable for copyright infringement related to any content provided by the Client, your agents or representatives. The Client will hold harmless, protect and defend **ads creative solutions**, our agents and subcontractors against any claims arising from content provided to us by the Client.
8. The Client is solely responsible for the editorial content of the material included on the website. The Client agrees to indemnify (hold harmless) **ads creative solutions** from any action, demand or claim resulting from the editorial content of the website.
9. **ads creative solutions** shall not be liable for any damages arising from the use or misuse of the website, nor the cessation of services where the Client fails to meet its obligations as documented in this Agreement.
10. If any provision of this Agreement is deemed unlawful, void or for any reason unenforceable then that provision shall be deemed severable from this Agreement.
11. The Supplier reserve the right to cancel any order (including any applicable specification and/or proof /design request etc.) which we believe is or may be of an illegal or libellous nature or may be an infringement on the proprietary or other rights of a third party or is otherwise unsuitable for publication on the internet and / or any other medium.

12. **ads creative solutions** pay monthly website plans are subject to a minimum fixed term of 24 months and require 90 days' notice of cancellation within the first 24 months (30 days cancellation notice thereafter).

The fixed monthly payment amount is agreed at:

AED 750 /month plan – Silver package, up to 5 page website

AED 1,000 /month plan – Gold package, up to 10 page website

AED 1,500/month plan – Platinum package, up to 15 page website

13. **ads creative solutions** submits the Client websites to search engines as part of the website release process but cannot guarantee inclusion or accept responsibility or liability if any search engine, online directory or search site submitted to, chooses not to list the Client's website.

14. **ads creative solutions** retains all rights to any photography and other images that have been sourced as part of the website design, except where the Client has been invoiced and has paid for the images used on the website OR the Client has provided their own images for use on the website.

15. When the Client agree that a site can be made publicly available, the Client agrees that the design and development of the site has satisfied all your requirements and any payment terms related to "Go Live" shall then be triggered and invoiced in accordance with our terms.

16. Upon agreement of the contract, the initial invoice of 1 month payment will be issued in accordance with our terms. Upon receipt of the signed agreement and the first payment, **ads creative solutions** will commence development on the Client website. Our commitment to the Client is that the initial version of the website will be delivered within 30 days of agreement of the contract. This is contingent on all website copy and imagery provided by the Client within 14 days of agreement of the contract. If this timeline is not kept to, **ads creative solutions** will not be held responsible for any delays in the "Go Live" stage of the website development project.

17. Force majeure: Neither party is liable to the other for failure to perform their obligations if the failure is due to unforeseen circumstances, beyond reasonable control. In such circumstances we shall be entitled to suspend or cancel the service without prejudice to any rights which have accrued to us prior to termination.

Hosting & Backups

18. **ads creative solutions** has selected a reputable Middle East based website hosting provider and we review our partners from time to time to ensure we deliver the best value/quality mix of website hosting. **ads creative solutions** is not required to notify the Client of website hosting provider changes unless that hosting provider change would result in hosting the Client data outside of the Middle East.

19. **ads creative solutions** endeavours to ensure that websites are live and protected 100% of the time. Due to the open public nature of the internet, this cannot be guaranteed. From time-to-time hacking attempts can mean website servers go offline, or our hosting partner can experience technical difficulties which results in a temporary loss of service. **ads creative solutions** will endeavour to communicate any such instances to the Client as and when they occur and seek to restore service in a timely manner.

20. **ads creative solutions** will not be liable for any loss of business, loss of profits, loss of digital data or any other damages related to website downtime/loss of website service or website security compromises.

21. Where **ads creative solutions** provide ecommerce facilities for the Client, we are not liable for any loss of business, loss of profits or any other damages related to payment gateway outages.

22. We take daily full website backups of all our websites and store them securely off site via a cloud hosting platform.

23. We use hosted services as part of our internal processes that may hold Client personal data. If you would like to see a copy of the data we hold about you at any time, please make your request in writing to the Directors at our registered business address. We reserve the right to charge an administration fee where appropriate.

Security Considerations

24. The Client must ensure that they maintain secure passwords for the systems we provide. The Supplier reserves the right to charge for website reinstatement from backups should a successful hacking attempt on your website be traced back to use of either an insecure password and/or ineffective website security procedures on the part of the Client.

25. If the Client or a 3rd party have permitted damages to your website, by applying an update or change and because of this **ads creative solutions** needs to repair the website, we reserve the right to charge you for this work.

Data Protection

26. We do our utmost to ensure that all our websites are compliant with local privacy and data protection laws. It is however the Client's responsibility to ensure that the website is fully compliant with local laws and legislation and any required details and policies are provided to be added to the website.

SSL Certificate

27. **ads creative solutions** will provide an SSL certificate to add additional security measures to the website. This however can only be provided under the agreement that **ads creative solutions** are in full control of the domain's DNS records. If we cannot retain full control of these DNS records, an additional charge will be required for the annual renewal of the SSL certificate.

Payments

28. **ads creative solutions** will only accept regular recurring monthly payments by BACS transfer, ensuring you use the invoice number as reference.

29. When the Client agree to become an **ads creative solutions** client, we will issue the first invoice and request the 1st payment be made in advance. We will not commence your project until the first payment has been received and we have received the signed Web Services Agreement document and email confirmation of your acceptance of our Terms and Conditions. We will commence invoicing 30 days from the date you signed this agreement.

30. **ads creative solutions** invoices are issued only by email to the email address you specify upon signing up with us. It is your responsibility to ensure invoices are settled in accordance with our payment terms to enable us to maintain service provision.

31. Payments are due no later than 14 days from the invoice date and payment schedule agreed when you become our Client. Failure to make a monthly payment within 14 days of invoice date will result in the website being taken down.

32. Without limiting any other right or remedy of **ads creative solutions**, if you fail to make any payment due to us under the Agreement by the due date for payment, we shall have the right to suspend all services being provided by us until such payment has been made.

33. Following our issuing a website suspension notice, **ads creative solutions** will keep your website on its servers for 30 days after which time we reserve the right to delete the website from our servers. **ads creative solutions** shall not be liable for any claims for any losses, material or implied, of any kind, from a situation where we have removed your website from the internet for reasons of non-payment of monies owed to us.

34. By agreeing with **ads creative solutions** to “Go Live” with your website, you accept that the brief has been met and that all future changes must undergo a formal change control request from you and may incur additional charges, unless otherwise agreed between both parties.

35. Failure to provide **ads creative solutions** with information does not permit the Client to delay or cease payment, unless specifically agreed with us. Unless otherwise agreed, you will continue to be invoiced each month and will receive no refunds for a delay in getting the website live.

36. If **ads creative solutions** purchase a domain name on behalf of The Client then **ads creative solutions** owns that domain, until The Client have paid the cost of this domain name plus our administration charge. We charge for the cost of the domain name from a reputable online marketplace and a AED100 administration fee to cover our costs in processing this order. You can purchase your own domain name but you must provide us with access to the DNS control panel in order to make your website live OR you undertake to update your DNS control panel yourself using the IP address information that we will provide. We are not liable for any damages related to loss of website or email services that result from incorrectly applied DNS updates.

37. If the Client asks **ads creative solutions** to purchase a domain on your behalf and request to be invoiced then you also agree to accept subsequent invoices when the domain renewal is due. In order to ensure continuity of service we will not notify you in advance of domain name renewal invoices being issued and make the assumption that you wish to have the domain name renewed.

38. In all cases, where you have paid for a domain for a specific period, you own the domain and you are free to transfer it away from **ads creative solutions** at any time. We charge an administration fee for the domain transfer service - currently AED250. This domain transfer fee is to cover our administration costs and time in carrying out this process.

39. If you have purchased your own domain name and we do not manage it for you within our platform, you are responsible for the renewal of the domain in a timely manner to ensure your website service remains unaffected at renewal time.

Cancellation and Refunds

40. In order to cancel this Agreement the Client is required to give **ads creative solutions** a minimum of 90 days' notice in writing. Once you have expressed your desire to cancel, we will send you a cancellation form which must be signed by the Client and returned to us by email.

41. Once you have returned your cancellation form, we retain the right to refuse to make any further changes to the website within your cancellation period.

42. Any invoices that are issued or due to be issued within the notice period shall still be valid and due for payment in the normal way. **ads creative solutions** will confirm the date upon which we will cease your services upon receipt of your written notice to us.

43. No refunds will be made on services that have already been delivered. The pay monthly website plans are for a fixed term minimum 24-month contract from the date of the signed contract. If you have paid for an item in advance and then later wish to cancel the delivery of that service before it is delivered and if we have not expended time related to your work, we will consider an application for a refund in a fair and reasonable manner. Any refunds we may agree to pay will be reduced by any costs or administration charges we may incur during the process (including, but not limited to, PayPal payment fees, direct debit processing fees and/or other bank charges).

44. If the Client is on a pay monthly website plan there is a 24-month minimum fixed term Agreement. We require 90 days' notice to cancel your agreement and you must pay the remainder (if any) of the 24-month term.

Outside the 24-month agreement, in this case you give notice in accordance with the notice terms of this Agreement detailed herein and EITHER:

- a. we will then turn off the website for you on the agreed future date and if you have made all payments due on your account, our Agreement is considered terminated, and we will delete the website from our servers.

OR

- b. if you would like to take your website with you to be hosted with another provider or so that you have ownership of the website files and content, we will charge a leaving fee. The leaving fee is calculated at the agreed monthly rate for the remainder of the 24-month contract plus a 1,000 AED administration fee. If you have completed a full 24-month contract, then you will only be required to pay the 1,000 AED administration fee alongside providing 30 days' notice of the termination of services.

Updated on 01/03/2022