

## **Terms & Conditions for Services Offered by THESAUDI.CLICK**

### **1. Services**

Subject to clause 5(b), THESAUDI.CLICK agrees to provide the Services to the Client as outlined in the Quotation on a non-exclusive basis. The Services do not include any deliverables not specifically mentioned in the Quotation or not otherwise agreed to in writing by both parties.

### **2. Prices and Quotations**

a) Unless otherwise agreed by THESAUDI.CLICK, any Quotation is valid for 30 days. Acceptance of the Quotation must be in writing and signed by the Client, making it binding. Until acceptance, THESAUDI.CLICK reserves the right to withdraw or modify any part of the Quotation. b) Any estimated completion date for the Services specified in the Quotation is based on THESAUDI.CLICK's best estimates at the time and is not binding. The fees in the Quotation are also estimates and may be varied per these terms and conditions. c) The fees in the Quotation are inclusive of any applicable taxes.

### **3. Fees**

a) The Client must pay the Fees for the Services. b) Fees will be invoiced monthly in advance for the following month's Services. Payment may be made via Direct Debit from a nominated bank account or debit/credit card. c) The Client must pay all invoiced fees and expenses within 7 days of receipt. d) If invoices are not paid within 7 days, THESAUDI.CLICK is entitled to charge interest at the Interest Rate accruing daily from the 8th day after the invoice date. e) The Client authorizes THESAUDI.CLICK to charge the Client's debit or credit card to recover the invoiced fees. f) If payment is not received within 7 days from the invoice date, THESAUDI.CLICK may, at its discretion: (i) suspend the Services; (ii) initiate legal action to recover the outstanding balance and costs, including legal fees. g) Invoices for Fees cannot be allocated to specific ad groups or keywords; the Fee will be levied at an overall campaign level covering all Services provided.

### **4. Commencement**

a) Subject to payment being made per these terms, THESAUDI.CLICK will use its best efforts to commence and complete the Services within the timeframe set out in the Quotation. b) If no timeframe is specified, THESAUDI.CLICK will perform the Services

within a commercially reasonable period and will notify the Client of any delays. c) If Services are not completed by the specified date, the Client acknowledges that no damages (liquidated or otherwise) are payable for such delay.

## **5. Provision of Services**

a) The Services will be provided by THESAUDI.CLICK to the Client: (i) at THESAUDI.CLICK's discretion within the agreed budget and timeframe; (ii) in a professionally competent manner; (iii) based on the Client Provided Materials and THESAUDI.CLICK's analysis; (iv) using best practice methods as deemed appropriate by THESAUDI.CLICK; (v) in accordance with relevant policies or standards; (vi) subject to the terms of the relevant Social Platforms; (vii) with THESAUDI.CLICK retaining the right to refuse advertisers and campaigns. b) The following are preconditions to the provision of Services: (i) the Client must have an existing website/web page; (ii) the Client must provide current contact details and relevant business information; (iii) the Client must meet the Facebook Product Guidelines; (iv) the Client must ensure all necessary approvals for third-party content used on their website. c) The Client may suspend the Services for up to 90 days by written notice, with the monthly management fee continuing to be payable during suspension.

## **6. Reliance on Services**

The Client acknowledges and agrees that: a) THESAUDI.CLICK provides no guarantee of specific outcomes, such as increased business, leads, or search engine positioning; b) Services are based on Client Provided Materials, and outcomes may differ if the final product or circumstances vary from those materials; c) All reliance on the Services and related advice is at the Client's own risk; the Client is responsible for their own business decisions and assessments.

## **7. Exclusion of Liability**

To the maximum extent permitted by law, THESAUDI.CLICK excludes all liability for any claims, losses, damages, and costs, including: a) Delays in commencing or completing the Services; b) Client's reliance on any outcomes from the Services; c) Loss of business, negative publicity, or decreased lead generation or search engine positioning caused by the Services, except where due to THESAUDI.CLICK's negligence; d) Incorrect, inaccurate, inadequate, or incomplete Client Provided Materials; e) Inaccessibility of Client Provided Materials; f) Any Force Majeure Event.

## **8. Limitation of Liability**

If THESAUDI.CLICK's liability is not or cannot be excluded, it is limited to: a) Re-supply of the Services; or b) Payment of the cost of having the Services provided again.

## **9. Client Provided Materials**

a) THESAUDI.CLICK will use the Client Provided Materials for the Services and will not independently verify their accuracy or completeness. Inaccurate or incomplete materials may affect the Services. b) The Client represents and warrants ownership or valid licenses for all Intellectual Property in the Client Provided Materials and that the use of these materials by THESAUDI.CLICK will not infringe third-party rights.

## **10. Additional Work and Specification Changes**

Revisions or additions to the Services must be agreed in writing by both parties.

## **11. Attendance at Client Premises or Property**

a) The Client must provide THESAUDI.CLICK with access to their premises or property and ensure safety and compliance with occupational health and safety requirements. b) THESAUDI.CLICK will comply with the Client's requirements and policies while on the Client's premises.

## **12. Subcontracting**

THESAUDI.CLICK may subcontract any part of the Services without the Client's consent and will not be liable for the acts, defaults, or negligence of any subcontractor.

## **13. Employee Solicitation**

The Client shall not solicit the employment of THESAUDI.CLICK employees until six months after the final invoice for the Services.

## **14. Independent Contractor**

THESAUDI.CLICK is an independent contractor, and the engagement will not create any fiduciary, agency, trust, employment, or other relationship recognized at law.

## **15. Intellectual Property**

a) THESAUDI.CLICK retains ownership of any Intellectual Property related to the Services, excluding Client Provided Materials. b) The Client retains ownership of Intellectual Property in the Client Provided Materials but grants THESAUDI.CLICK a non-exclusive license to use them for the Services.

## **16. Term and Termination**

a) These terms commence upon acceptance of the Quotation. Either party may terminate the engagement with 30 days' written notice without liability, but the Client remains liable for costs up to termination. b) THESAUDI.CLICK may terminate immediately if the Client breaches this agreement.

## **17. Indemnity**

The Client indemnifies THESAUDI.CLICK against all claims, damages, costs, losses, liabilities, and expenses caused by the Client's acts, omissions, or breaches of these terms.

## **18. Publicity and Marketing**

Both parties may make public announcements or release marketing materials related to the Services with the other party's consent.

## **19. Insurance**

THESAUDI.CLICK will obtain necessary insurance for the Services.

## **20. Confidentiality**

Both parties agree to keep each other's Confidential Information confidential and not disclose it to third parties, except as required for the Services and with similar confidentiality obligations.

## **21. Governing Law**

These terms are governed by the laws of the United Arab Emirates, and the parties submit to the exclusive jurisdiction of its courts.

## **22. Entire Agreement**

These terms constitute the entire agreement between the parties.

## **23. Variation**

THESAUDI.CLICK may vary these terms by providing written notice to the Client.

## **24. Trustee**

If the Client is a trustee, they are bound both personally and as trustee.

## **25. Assignment**

THESAUDI.CLICK may assign its rights under the agreement without notice or consent.

## **26. Inconsistency with Quotation**

If these terms conflict with the Quotation, the Quotation prevails.