

TERMS AND CONDITIONS OF DIGITAL SERVICES

TERMS AND CONDITIONS OF DIGITAL SERVICES

The following Terms and Conditions of Digital Services apply to all website, digital and other online work and related services provided by Mr. Yahya Hautamäki and associated trademarks (Al Haqq Society, Al Haqq Agency, Al Haqq Network) and their authorised representatives hereinafter named as "the Agency". Agreement is between the Agency and business or individual identified hereinafter as "the Client".

Terms and Conditions of Digital Services is available through Agency websites and/or by the Client request.

All website, digital and other online work and related services are carried out by the Agency on the understanding that the Client has agreed to these Terms and Conditions of Digital Services. For graphic design and print media work please refer to Terms and Conditions of Service. Terms and Conditions of Service is available through Agency websites and/or by the Client request.

The Client is engaging the Agency, as an independent contractor for the specific web design project of developing and/or improving a website, hereinafter referred to as "the Project" which may be installed on the Client's account on an Internet Service Provider (ISP) / Web Presence Provider (WPP) computer.

1. THIS AGREEMENT

This agreement defines the terms and conditions of working relationship between the Agency and the Client. All website, digital and other online work and related services and projects that the Agency may be contracted to produce or provide for the Client will be subject to the following:

2. PRIVACY POLICY

The Agency understands and fully appreciates the sensitivity of the information Client shares with the Agency. The Agency will maintain best efforts possible that the information is used only for purposes of the Clients order and to contact Client regarding working requirements. To further emphasis Agency's interest to safeguard Client's sensitive information a mutual Non-Disclosure Agreement can be endorsed. The Non-Disclosure Agreement is available through Agency websites and/or by the Client request.

3. PROJECT ACCEPTANCE

The placement of an order for design and/or any other services offered by the Agency and validated by the Client signature on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions of Digital Services and forms a Contract for Business between the signatory (the Client) and the Agency.

4. WORKING/BILLING PHASES

Based on the Agency experience with long-term design communications projects, the Agency has found that it is mutually advantageous to handle each project in logical working/billing phases. Concept revisions, extensive alterations, or a switch in marketing objectives sometimes makes it impossible to accurately estimate in advance the total cost of a Project. Planning the work, cost estimating, and billing in several phases permits the Agency or the Client to adjust for such revisions/or halt work before completion if a Project is postponed or cancelled.

By: (Name)

By: (Name)

Any cancelled Project is billed only through phases and/or portions of phases that were actually completed by the Agency. For each Project, the Client will receive a proposal/estimate outlining the project specifications and proposed scope of services and working/billing phases. Each proposal estimate will contain a Project budget, which includes estimated fees for professional services and separate itemised costs for anticipated out-of-pocket expenses.

5. PAYMENT

Charges for services to be provided by the Agency, will be set out in the written estimate or quotation that is provided to the Client. At the time of the Client's acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions of Service, a non-refundable deposit of 50% of the quoted fee will become immediately due. Work on the Project will not commence until the Agency has received this amount.

Unless otherwise specified, all subsequent balances due are payable upon art approval. The Agency does not charge riba (interest) on late payments. We reserve the right to refuse completion or delivery of work until past due balances are paid.

The Client will be provided with an Approval Form and Invoice prior to final publication. At this time the remainder of the amount due will become payable and the Client will also be required to sign and return the Approval Form to the Agency. Payments may be made by cash, cheque, or (for overseas Clients), International Money Order or previously agreed electronic funds transfer.

Publication and/or release of work done by the Agency on behalf of the Client, may not take place before the cleared funds (100% of the quoted amount) have been received. The Agency reserves the right to consider an account to be in default in the event of a returned cheque.

6. DEFAULT

An account shall be considered default if it remains unpaid for thirty (30) days from the date of invoice, or following a returned cheque. the Agency shall be considered entitled to remove the Agency's and/or the Client's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid amount due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the Client of it's obligation to pay the due amount. Clients whose accounts become default agree to pay the Agency reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions of Digital Services.

7. CHARGES FOR ADDITIONAL SERVICES

Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

By: (Name)

By: (Name)

8. ESTIMATE

Billing will reflect the actual costs incurred. Client requested changes will be billed additionally. The Client will be notified of any budget changes. Estimated design charges are applicable for a maximum of two rounds of changes or corrections. An addition to the estimate will be made on subsequent corrections or changes made by the Client. However, this always will be negotiated separately. Estimates are based on information provided by the Client and may be inappropriate if additional information is forthcoming or Project specifications change. Estimate is valid for one week from the given date.

9. OVERTIME

Estimates are based on a reasonable time schedule, and may be revised to take into consideration the Client's "Priority Scheduling" requests requiring overtime and weekends. Knowledge of the Client's deadlines is essential to provide an accurate estimate. In addition, outside suppliers charge a 100% to 200% markup on overtime after regular business hours and weekends.

10. OUT-OF-POCKET EXPENSES

Fees for professional services do not include outside purchases such as, but not limited to, photography, photo royalties, color prints, illustrations, shipping and handling or courier service. Expenses are itemised on each invoice. If consultant or supervisory services are required in out-of-town locations, the Agency invoices lodgings, meals, and transportation at cost. Reimbursement for mileage is calculated at current allowable rates.

11. RIGHTS OF ACCESS FOR WEBSITE CONSTRUCTION

The Client agrees to allow the Agency all necessary access to computer systems, locations as required (and any other programs needed for this Project that are included as part of the Client's service agreement/level), in order to complete Project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow the Agency access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions of Service.

The Client agrees to supply the Agency with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

12. ACCEPTABLE USE

An Acceptable Use Policy is part of these terms and conditions of hosting any information associated with the domain name. This is necessary because the proliferation of abusive electronic mail and practices generated by a minority of the Internet users can interrupt services. The Acceptable Use Policy is available through Agency websites and/or by the Client request.

By: (Name)

By: (Name)

13. REVISIONS AND ALTERATIONS

New work requested by the Client and performed by the Agency after a proposal/estimate has been approved is considered a revision or alteration. The Client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. The Client also agrees that the Agency holds no responsibility for any amendments made by any third party, before or after a design is published. If the job changes to an extent that substantially alters the specifications described in the original estimate, we will submit a request for a budget revision, and a revised additional fee must be agreed to by both parties before further work proceeds.

Once web design is complete, the Agency will provide the customer with the opportunity to review the resulting work. The Agency will make one set of minor changes at no extra cost within fourteen (14) days of the start of the review period. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to the Agency by eMail and confirmed by post.

The Agency will consider that the Client has accepted the original draft, if no notification of changes is received in writing from the Client, within fourteen (14) days of the start of the review period.

14. ERRORS/OMISSIONS

It is the Agency's responsibility to check lay outs carefully for accuracy in all respects, ranging from spelling to technical illustrations. The Agency is not liable for errors or omissions. Client approval (written or oral) or approval of the Clients authorised representative is required on all mechanicals or artwork prior to Project launch. The Agency is not responsible for any errors, omissions or extra costs resulting from faults in the telephone, mobile phone, eMail, cable network, satellite network or from incompatibility between the sending and receiving materials.

15. PRODUCTION SCHEDULES

Production schedules will be established and adhered to by both the Client and the Agency, provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, labor trouble or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of Allah (SWT) or other causes beyond the control of the Client or the Agency. Where production schedules are not adhered to by the Client, final delivery date or dates will be adjusted accordingly.

16. COPYRIGHTS AND TRADEMARKS

Original website content specifically requested by the Client and designed under work for hire shall be the intellectual property of the Client once final payment under this agreement and any additional charges incurred have been paid. By supplying text, images and other data to the Agency for inclusion for the Client's use, the Client declares that it holds the appropriate copyright and/or trademark permissions.

The ownership of such materials will remain with the Client, or rightful copyright or trademark owner. Any artwork, images, or text supplied and/or designed by the Agency on behalf of the Client, will remain the property of the Agency and/or its suppliers. Copyright is retained by the Agency on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

By: (Name)

By: (Name)

By supplying images, text, or any other data to the Agency, the Client grants the Agency permission to use this material freely in the pursuit of the design. Should the Agency, or the Client supply an image, text, audio clip or any other file for use in a website, screensaver, desktop picture, online advertisement or any other digital medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the Client will agree to allow the Agency to remove and/or replace the file on the site. The Client agrees to fully indemnify and hold the Agency' free from harm in any and all claims resulting from the Client in not having obtained all the required copyright, and/or any other necessary permissions.

17. RIGHTS OF REFUSAL

The Agency will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All materials must conform to all standards laid down by all relevant standards authorities. The Agency also reserves the right to refuse to include submitted material without giving reason.

Any images and/or data that the Agency does include in all good faith, and then finds out that it contravenes these Terms and Conditions of Digital Services, the Client is obliged to allow the Agency to remove the contravention without hindrance, or penalty. The Agency is to be held in no way responsible for any such data being included.

18. LICENSING

Any design, copy-writing, drawing, idea or code created for the Client by the Agency, or any of it's contractors, is licensed for use by the Client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of the Agency and any of it's relevant sub-contractors.

All design work - where there is a risk that another party make a claim, should be registered by the Client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. The Agency will not be held responsible for any and all damages resulting from such claims. The Agency is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The Client agrees not to hold the Agency responsible for any such loss or damage. Any claim against the Agency shall be limited to the relevant fee(s) paid by the Client.

19. DATA FORMATS

The Client agrees to the Agency's definition of acceptable means of supplying data to the Agency. Text is to be supplied to the Agency in electronic format as standard text (.txt), rich text format (.rtf), MS Word (.doc), or CD/DVD disk, or via eMail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by the Agency via CD/DVD disk, or via eMail. Images must be of a quality suitable for use without any subsequent image processing, and the Agency will not be held responsible for any image quality which the Client later deems to be unacceptable. the Agency cannot be held responsible for the quality of any images which the Client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

By: (Name)

By: (Name)

20. PROJECT DURATION

Any indication given by the Agency of a Project's duration is to be considered by the Client to be an estimation. The Agency cannot be held responsible for any Project over-runs, whatever the cause. Estimated Project duration should be deemed to be from the date that cleared funds are received by the Agency for the initial payment or by date confirmed in writing by the Agency.

21. PROJECT COMPLETION

If a choice of design is presented, only one solution is deemed to be given by the Agency as fulfilling the contract. All other designs remain the property of the Agency, unless agreed in writing that this arrangement has been changed. The Agency considers the Project complete upon receipt of the Client's signed Approval Form. Other services such as coding, animations, website uploading, search engine optimisation etc. either contracted on the Clients behalf constitute a separate work and can be treated as a separate charge.

22. DESIGN CREDITS

The Client agrees to allow the Agency to place a small credit link to the Agency's own website on the Client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page. The Client also agrees to allow the Agency to have websites and other designs, along with a link to the Client's site on the Agency's own websites for demonstration purposes and to use any designs in its own publicity.

23. HOSTING WEBSITES

The Agency does not offer in-house hosting services if otherwise agreed. The Agency can only suggest possible sub-contractors and does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. The Agency may request that Clients change the type of hosting account used if that account is deemed by the Agency to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees due to the hosting organisation are the responsibility of the Client and the Agency are not liable for their payment.

24. DOMAIN REGISTRATION

The Agency cannot guarantee the availability of any domain name. Where the Agency is to register a domain name on behalf of a Client it will endeavour to do so but the Client should not assume a successful registration.

25. SEARCH ENGINE SUBMISSION

Due to the infinite number of considerations that search engines use when determining a site's ranking, the Agency cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added. Rankings can be improved by a separate Search Engine Optimisation project.

26. INSPECTION OF BOOKS

Upon reasonable notice, any and all invoices from the Agency's vendors, time sheets and other documentation relating to the Client's Project will be available to the Client. Inspection at the Agency studio by Client's authorised representative may be arranged during normal business hours.

By: (Name)

By: (Name)

27. PROPERTY AND SUPPLIER'S PERFORMANCE

The Agency will take all reasonable precautions to safeguard the property the Client entrusts to us. In the absence of negligence on the Agency's part, however, the Agency is not responsible for loss, destruction or damage or unauthorised use by others of such property. The Agency will use best efforts possible to ensure quality and timely delivery Project material. Although the Agency may use best efforts to guard against any loss to the Client through the failure of the Agency's vendors, media, or others to perform in accordance with their commitments, the Agency is not responsible for failure on their part. If the Client chooses to use own vendors, other than those recommended by the Agency, the Client may request that the Agency coordinates their work. If at all possible, the Agency will attempt to do so, but the Agency cannot in any way be held responsible for quality, price, performance or delivery. All materials or property belonging to the Client, as well as work performed, may be retained as security until all just claims against the Client are satisfied.

28. RIGHTS OF OWNERSHIP

Once a Project has been delivered by the Agency and is fully paid for by the Client, the Agency will assign the reproduction rights of the design for the use(s) described in the proposal. The rights to all design and art work, including but not limited to photography and or illustration created by independent photographers or illustrators retained by the Agency, or purchased from a stock agency on Client's behalf, remain with the individual designer, artist, photographer or illustrator. Unless a purchase of "All Rights" (A Buyout) is negotiated with the Agency and/or the Agency's authorised representative, the Client may not use or reproduce the design or the images therein for a purpose other than the one(s) originally stipulated. If the Client wishes to use the design the Agency has created and/or the images within it for another purpose or project, including a reprint or exhibition, the Client must contact the Agency to arrange the transfer of rights and any additional fees before proceeding. If other implementation is done through the Client's vendors, the Client agrees to return to the Agency all original lay outs and artwork (images, slides, drawings, etc.) within fourteen (14) days, and to provide the Agency with printed samples of each project. Unless otherwise agreed, the Agency reserves the right to photograph and/or distribute or publish for the Agency's promotional and marketing needs any work we create for the Client, including mock-ups and comprehensive presentations, as samples for the Agency portfolio, website, newsletter, brochures, slide presentations and similar media.

The Agency agrees to store mechanical boards and computer disks for a period of six (6) months beyond the delivery of a job. Thereupon, we reserve the right to discard them.

29. CANCELLATION

Cancellation of orders may be made initially by telephone contact, or eMail, however, following this, the Agency will need formal notification in writing to the company's postal address. The Client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of funds due must be paid within thirty (30) days. Please note: any cancellation which is not formally confirmed in writing and received by the Agency within fourteen (14) days of such instruction being issued, will be liable for the full quoted cost of the Project.

30. TERM AND TERMINATION OF AGREEMENT

The term of this agreement will continue for work in progress until terminated by either of the Agency upon thirty (30) days written notice. If the Client should direct the Agency at any time to cancel, terminate or "put on hold" any previously authorised purchase, the Agency will promptly do so, provided the Client holds the Agency harmless for any cost incurred as a result.

By: (Name)

By: (Name)

Upon termination of this agreement, the Agency will transfer to the Client all the Client's property and materials in the Agency's control and for which the Client has paid. The Client will indemnify and hold the Agency harmless for any loss or expense (including attorney's fees), and agree to defend the Agency in any actual suit, claim or action arising in any way from the Agency's working relationship. This includes, but is not limited to assertions made against the Client and any of its products and services arising from the publication of materials that the Agency prepares and the Client approves before publication.

31. DISCLAIMER

The Agency makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. The Agency will not be held responsible for any and all damages resulting from products and/or services it supplies. The Agency is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The Client agrees not to hold the Agency responsible for any such loss or damage. Any claim against the Agency shall be limited to the relevant fee(s) paid by the Client. The Agency reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions of Service. The Agency will not knowingly perform any actions to contravene these and the Client also agrees to be so bound.

The Agency does not warrant that the online functions contained in the Project will be uninterrupted or error-free. The entire risk as to the quality and performance of the Project is with the Client. In no event will the Agency be liable to the Client or any third party for any damages, including, but not limited to service interruptions caused by Acts of Allah (SWT) or any other circumstances beyond the Agency's control, any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this Project, failure of any service provider, of any telecommunications carrier, of the Internet backbone, of any Internet servers, Client's or site visitor's computer or Internet software, even if the Agency has been advised of the possibility of such damages.

32. ELECTRONIC COMMERCE LAWS

The Client agrees that the Client is solely responsible for complying with such laws, taxes and tariffs, and will hold harmless, protect, and defend the Agency and its subcontractors from any claim, suit, penalty, tax or tariff arising from the Client's exercise of Internet electronic commerce.

33. PLACEMENT OF ADVERTISING

At the Client's request, the Agency purchases media space on the Client's behalf through the Agency media division (Al Haqq Network). Space will be billed to the Client at current rates plus the standard agency commission.

34. AMENDMENT

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

35. WAIVER OF CONTRACTUAL RIGHT

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver of limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

By: (Name)

By: (Name)

36. ADDITIONAL PROVISIONS AND SEVERABILITY

The validity and enforceability of this agreement will be interpreted in accordance with the laws of the country it has made in, applicable to agreements entered into and performed by that country. This agreement is the Agency's entire understanding and may not be modified in any respect except in an additional or executed agreement. If we must retain third parties to collect the Agency's invoices, we will be entitled to reasonable third party fees and court costs at the maximum rate permitted by law. If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited.

37. NOTICES

Any notice, direction or other communication given under this Agreement shall be in writing and given by sending it via eMail or via regular mail. In the case of eMail, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender, in the case of notice to the Agency to info@alhaqqociety.org or authorized representative, in the case of notice to the Client, at the eMail address provided by the Client in this agreement. Mail shall be sent to Al Haqq Society, P.O. Box 1160, P.C. 114, Jibroo, Muscat - Sultanate of Oman and to the Client at the mailing address provided in this agreement or as updated in writing. Any eMail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made during regular business hours and otherwise on the next business day. Any communication sent via regular mail shall be deemed to have been validly and effectively given seven (7) business days after the date of mailing.

38. GENERAL

These Terms and Conditions of Digital Services supersede any previous Terms and Conditions of Service for Digital distributed in any form. The Agency reserves the right to change any rates and any of the Terms and Conditions of Service at any time and without prior notice.

By signing below, each party affirms that he/she has read and understands this agreement.

In witness whereof,
the parties hereto have caused this Terms and Conditions
of Digital Services to be executed as of the Effective Date.

By: (Name)

(Date)

(Address)

By: (Name)

(Date)

(Address)
