



DMSAGENCY.IO

D I G I T A L M A R K E T I N G S O L U T I O N S

General Terms and Conditions of Sale (GTCS)

Digital Marketing Solutions - FZCO (hereinafter "the agency")

Dubai Silicon Oasis, DDP, Building A1, Dubai, UAE

Trade license: 30157

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1. Identification of the Agency

These GTCS govern the services provided by Digital Marketing Solutions - FZCO ("the agency"), specializing in website creation, social media management, SEO, and advertising campaigns.

Headquarters: Dubai Silicon Oasis, DDP, Building A1, Dubai, UAE.

2. Purpose

These GTCS define the terms under which the agency provides its services. They outline the rights and obligations of both the client and the agency.

3. Orders and Validation

An order is validated through one of the following actions:

- Signing a quote or order form,
- Payment of part or all of an invoice,
- Any other written form of confirmation by the client.

No service will be performed without the client's prior explicit agreement, formalized in writing or any clear act of confirmation, such as an initial payment. Payment for the service implies full acceptance of these GTCS.

4. Pricing and Payment Terms

- **Pricing:** Service prices are expressed in euros or dollars, including all taxes.
- **Deposit:** A 30% deposit is required for any service exceeding €300.
- **Payment Deadline:** The balance is due within 30 days of invoicing.
- **Late Payment Penalties:** A 20% penalty applies, along with a fixed recovery fee of €100 per day of delay, starting from the first day.

5. Delivery of Services

Services will be delivered within the deadlines specified in the quote or order form, provided the client supplies the necessary materials. The agency is not responsible for delays caused by the client's shortcomings.

6. Intellectual Property

Creations (websites, logos, marketing content) remain the agency's property until full payment. After payment, rights are transferred to the client. However, the agency retains ownership of the tools and software used for the services (e.g., plugins, third-party software, SaaS).

The agency reserves the right to use completed works to promote its business unless explicitly prohibited by the client.

7. Responsibility for Content Provided by the Client

The client is solely responsible for the content provided (texts, images, videos, etc.) and guarantees that such content is rights-free and complies with applicable laws. The agency disclaims any liability for non-compliance.

8. Limitation of Liability

The agency cannot be held responsible for indirect losses, revenue losses, or missed business opportunities related to the use of its services. Liability is strictly limited to the amount invoiced for the service.

9. Confidentiality

Both parties agree to maintain the confidentiality of the information exchanged during the services, including sensitive and strategic project data.

10. Validation of Deliverables (Approval Form)

The client must validate deliverables via an Approval Form (AF) before final delivery. Any changes after validation will incur additional charges. The AF releases the agency from responsibility for the validated content.

11. Domain Names and Hosting

Unless otherwise agreed, the client is responsible for purchasing and renewing their domain name and hosting. The agency may offer these services optionally, subject to quote validation.

12. Right of Withdrawal (if applicable)

Individual clients have a 14-day withdrawal right from the quote's signature, except where the service has started with their agreement. This right does not apply to services provided to professionals.

13. Termination

In the event of unilateral termination by the client, they must pay for services rendered up to the termination date. A 30-day notice period is required.

14. Data Protection

The agency undertakes to comply with data protection legislation and use personal data solely within the scope of the service.

15. Additional Fees

The agency's standard hourly rate is €100. Additional services not included in the original quote or exceeding estimated hours will be billed at the same hourly rate. These overruns will be communicated to the client in advance and require their prior approval.

16. Dispute Resolution

In the event of a dispute, both parties commit to seeking an amicable resolution. If no agreement is reached, the matter will be referred to the competent courts of Dubai, UAE.