These Terms and Conditions and Terms of Use shall apply to all current and future services and/or products provided to the Client and/or the Company by DIGIMARK INFORMATION TECHNOLOGY LLC (hereinafter referred to as “**DIGIMARK**”).

These Terms and Conditions and Terms of Use may be changed from time to time. Changes shall be posted on this page, and your use of the Website after such changes have been posted shall constitute your agreement to the modified Terms and Conditions and Terms of Use and all of the changes.

**1. DEFINITIONS AND INTERPRETATIONS**

(i) “**Agreement**” means the Agreement between DIGIMARK and Client and/or the Company of which these Terms and Conditions shall form an integral part thereof.

(ii) “**AED**” means the currency of the United Arab Emirates.

(iii) “**Affiliate**”: in relation to DIGIMARK, any entity that directly or indirectly controls, is controlled by, or is under common control with DIGIMARK.

(iv) “**Authority**” means any government, semi-governmental, judicial, legislative, executive, administrative, or regulatory authority of the UAE.

(v) “**Client**” means anyone who accesses or uses our Website and Services, whether a person, Company, firm or corporate body together with any subsidiary or entity.

(vi) “**Company**” means any one or more companies in respect of which DIGIMARK provides Services at the Client and/or at the Company’s request.

(vii) “**DIGIMARK**” means DIGIMARK INFORMATION TECHNOLOGY LLC and any of its members and/or associated entities and Affiliates.

(viii) “**Fee**” or “**Fees**” mean any sum charged by DIGIMARK together with disbursements and any and all fees levied by the Authorities.

(ix) “**Invoice**” means any bill or statement issued by DIGIMARK for any Fees stated therein in respect of any Service.

(x) “**Product**” or “**Products**” mean any product sold by DIGIMARK to a Client or a Company.

(xi) “**Service**” or “**Services**” mean any service whatsoever provided by DIGIMARK to a Client or Company, including but not limited to database storage, certification and intermediary transactions.

(xii) “**Terms** **&** **Conditions**” or “**T&Cs**” mean these Terms & Conditions as they may be amended from time to time at DIGIMARK’s sole discretion.

(xiii) “**VAT**” means Value Added Tax.

(xiv) “**Website**” means [www.digiqode.com](http://www.digiqode.com) .

**2. SERVICES & PAYMENT**

(i) DIGIMARK hereby agrees to provide its Services and/or its Products to the Client and/or the Company in accordance with these Terms and Conditions and consideration of the Fees.

(ii) Unless provided otherwise, the Services and/or the Products shall be provided only upon receipt of payment by DIGIMARK. Payment can be made by:

a. Cash payment in AED.

b. Payment via the Stripe platform [www.stripe.com](http://www.stripe.com) in accordance with any agreement in this regard between DIGIMARK and the Client and/or the Company.

b. Wire transfer payments can be made to the bank account referenced in DIGIMARK invoices.

c. Payments made in cheques will only be accepted if (i) the cheque is drawn on a bank licensed to operate in the UAE, (ii) payable in AED and issued in favour of DIGIMARK, subject to approval.

d. Payments can be made with Master, Visa and Amex credit or debit cards.

(iii) DIGIMARK reserves the right to amend the Fee structure. Every endeavour shall be employed to provide all such notices in writing to the Client and/or the Company’s registered email.

(iv) Should the Client and/or the Company fail to settle any Invoice by the due date, the Client and/or the Company authorises DIGIMARK to set off any outstanding fees against any account, monies or property under the control of DIGIMARK in which the Client and/or the Company possess a legal or beneficial interest. Whilst such Fees remain outstanding, DIGIMARK shall have a lien on any papers, books or records and any/or all assets of the Client and/or the Company which are in the possession or under the control of DIGIMARK. Additionally, services extended to the Client and/or the Company with an outstanding balance shall be suspended until all outstanding payments have been cleared. If a security cheque is provided, then DIGIMARK reserves the right to encash such a security cheque. DIGIMARK reserves the right to take appropriate actions to recover any dues owed by the Client and/or the Company.

(v) Furthermore, in such an event where the Fees and costs incurred as a consequence of defaulted payment by the Client and/or the Company are unrecoverable by the encashed security cheque or otherwise, DIGIMARK reserves the right to carry out the appropriate legal measures and procedures against the Client and/or the Company.

(vi) The Client and/or the Company shall remain liable to pay to DIGIMARK all fees which DIGIMARK would have incurred. Such fees include but are not limited to government Fees and other disbursements payable to third parties. DIGIMARK will not be required to refund any amount paid by the Client and/or the Company unless the Service and/or the Product for which such amount is paid was not delivered due to DIGIMARK’s inability to process the Client’s requirements.

(vii) The Client and/or the Company undertake that DIGIMARK may assign part or all the Services and/or the provision of the Products to third parties on behalf of the Client and/or the Company without any liability on the part of DIGIMARK.

(viii) The Client and/or the Company acknowledge that DIGIMARK shall not, without prior written agreement, be required to refund any Fees.

(ix) DIGIMARK reserves the right to refuse to accept instructions from the Client and/or the Company, and/or to discontinue the provision of Services and/or the Product and/or to terminate the Agreement by written notice without giving any reasons if:

a. the Client and/or the Company fail to comply with the Agreement or fail to pay any due amount or the information given is found to be incomplete, inaccurate, false, untrue or misleading.

b. the Client and/or the Company’s businesses are associated with money laundering, terrorist activities and/or transactions with jurisdictions with UN embargos or activities on any other watch lists for illegal activities.

c. the Client and/or the Company are suspected to be involved in any criminal or other illegal activity, whether fiscal or otherwise, in any jurisdiction or convicted of a criminal offence (except minor offences/infractions).

d. The Client and/or the Company are declared bankrupt or becomes insolvent, or an order is made, or a resolution passed for the administration winding-up, or dissolution or administrative or other receivers, manager, liquidator, administrator, trustee, or similar officer is appointed over all or any substantial part of the assets of the Client and/or the Company or enters into or proposes any composition or arrangement with its creditors generally or anything analogous to the preceding occurs in any applicable jurisdiction is the subject of an investigation by the government, professional, a regulatory or statutory body in any jurisdiction;

e. The Client and/or the Company have transferred funds to a Company that is not correctly declared for tax purposes, and the total amount of such funds or parts of it represents the proceeds of fiscal crime or evasion.

f. DIGIMARK is required to do so by the Authorities and professional or other regulatory or statutory bodies.

(x) Should DIGIMARK wish to discontinue the provision of Services and/or the Products and terminate the Agreement by written notice, the Client and/or the Company acknowledge that the Client and/or the Company shall remain liable for payment of all outstanding Fees.

(xi) Unless otherwise stipulated in writing, all prices referred to in the Agreement, DIGIMARK’s associated price list, Fees, charges, rates, and quotations are indicated as exclusive of VAT. Accordingly, DIGIMARK shall be entitled to add VAT and any other applicable tax at the applicable rate.

**3. THE ACCURACY OF THE INFORMATION**

(i) It is the Client’s and/or the Company’s responsibility to ensure that information or documentation provided to DIGIMARK is correct, accurate, complete, up-to-date, and not misleading in any respect and that the Client and/or the Company have to notify DIGIMARK of any information which could be relevant to the performance of DIGIMARK’s duties under the Agreement. The Client and/or the Company shall indemnify DIGIMARK and hold DIGIMARK harmless from any liability arising out of any failure to provide DIGIMARK with any information or documents that are requested by DIGIMARK, as well as for any error, omission, inadequacy, or inaccuracy in any information and/or documents that The Client and/or the Company provide to DIGIMARK.

(ii) The Client and/or the Company acknowledge that DIGIMARK will rely on the information or documents provided by The Client and/or the Company to DIGIMARK. The Client and/or the Company will promptly advise DIGIMARK of any material change in The Client and/or the Company’s financial circumstances that would affect the suitability of The Client and/or the Company’s circumstances. Until DIGIMARK is advised of these changes, the Client and/or the Company acknowledge that DIGIMARK shall rely on the existing information.

(iii) The Client and/or the Company will be responsible for all tax filings and reports on any transactions undertaken pursuant to the Agreement and for the payment of all unpaid capital, taxes, fees, or other liability arising out of, or in connection with, the Services and/or Products provided to The Client and/or the Company Account.

(iv) The Client and/or the Company will provide DIGIMARK with any documents and/or information that DIGIMARK may require to comply with relevant anti-money laundering regulations.

**4. REFUND AND CANCELLATION**

(i) DIGIMARK reserves the right to suspend all provisions of Services and/or Products to the Client and/or the Company if there are any overdue invoices.

(ii) The Client and/or the Company shall settle all invoices raised by DIGIMARK without any setoff or deduction and free and clear of all taxes and in any manner so that DIGIMARK shall receive total value in cleared funds.

(iii) DIGIMARK reserves the right to reject any refund application.

(iv) Any refund and/or cancellations and/or changes requests made to the service must be submitted in writing to ([info@digiqode.com](mailto:info@digiqode.com) ). No oral changes will be valid. Any request must be supported with the original invoice, proof of payment and receipt, and copy of the license, and the attested authorization from the Company or the Client to his representative to authorize the request.

**5. OTHER PROVISIONS**

(i) The Client and/or the Company hereby commit to maintain its contractual relationship with DIGIMARK which has the full exclusivity for the provision of the Services and/or the Products until full delivery.

(ii) In accordance with the Data Privacy Regulations, the Client and/or the Company authorise DIGIMARK to provide any information or data relating to the Client and/or the Company or beneficial owners to the Authorities or other regulatory bodies if/when required by any local, federal, or international law.

**6. WEBSITE TERMS & CONDITIONS**

(i) This section sets the terms and conditions (“T&C”) governing the Client’s use of our website; by using our website, The Client accepts Website’s T&C in full. If the Client disagrees with the Website’s T&C or any part of the Website’s T&C, the Client must cease using our website.

(ii) Subject to the Website’s T&C herein, DIGIMARK grants the Client a non-exclusive, non-transferable, limited right to access, use, display the Website and the materials thereon. The Client agrees not to interrupt or attempt to interrupt the operation of the Website in any way. The Client agrees not to use the Website in any way that causes or may cause damage to the Website or impairment of the availability or accessibility of the Website. Including in any way which is unlawful, illegal, fraudulent, harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.

(iii) Unless otherwise stated, DIGIMARK owns the intellectual property rights of the Website and materials on the Website. All materials, contents, and logos within DIGIMARK’s Website are reserved. The Client may not publish, license, sell, use for commercial purposes, modify, edit, copy, duplicate, reproduce, or otherwise exploit any contents (whether in part or in whole) without explicit written approval from DIGIMARK.

(iv) DIGIMARK reserves the right to restrict access to other areas of our Website at DIGIMARK’s discretion. If applicable, upon obtaining a user ID and password to access areas of our Website or other content or services, the Client must ensure that the user ID and password are kept confidential and not shared unless otherwise explicitly permitted in writing by DIGIMARK.

(v) Whilst every effort is made to ensure the accuracy of the content of the Website, DIGIMARK does not warrant the accuracy or completeness of the materials or the reliability of any advice, opinion, statement, or other information displayed or distributed through the Website.

(vi) DIGIMARK reserves all rights to deny or restrict access to the Website to any particular person, or to block access from a particular Internet address to the Website, at any time, without ascribing any reasons whatsoever.

(vii) The Website contains hyperlinks to websites which are not maintained by DIGIMARK. DIGIMARK is not responsible for the contents of those websites and shall not be liable for any damages or loss arising from access to those websites. Use of the hyperlinks and access to such websites are entirely at The Client and/or the Company own risk. hyperlinks to websites do not imply influence, recommendation, approval, endorsement, or control by DIGIMARK of the content of these third-party resources in any way.

Hyperlinks to other websites are provided as a convenience. In no circumstances shall DIGIMARK be considered to be associated or affiliated with any trade or service marks, logos, insignia, or other devices used or appearing on websites to which the Site is linked.

(viii) The Client acknowledges that any reliance on any such opinion, advice, statement, memorandum, or information shall be at the Client’s sole risk. DIGIMARK accepts no liability whatsoever for any such reliance by the Client on this information. DIGIMARK reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Website.

(ix) No failure on the part of DIGIMARK to exercise, and no delay in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. DIGIMARK rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

(x) DIGIMARK may make any other changes to the Website, the materials, the products, programs, services, or prices (if any) described on the Website at any time without notice.

(xi) The Website, the information, materials on the Website, are provided ‘as is’ without any representation or warranty, express or implied, of any kind, including, but not limited to

* warranties of merchantability, non-infringement, fitness for any particular purpose, or non-infringement of any content published on or available throughout the Website.
* that the server that makes this Website available is free of viruses or other components that may infect, harm or cause damage to the Client’s computer/mobile equipment or any other property when The Client accesses, browses, downloads from, or otherwise use the Website.

(xii) Under no circumstances, including but not limited to DIGIMARK’s gross negligence, shall DIGIMARK be liable for any consequential, direct, incidental, indirect, punitive, or special damages related to the use of, the inability to use, or errors or omissions in the contents and functions of the Website.

**7. INDEMNIFICATION**

(i) All instructions or requests shall be transmitted to DIGIMARK by the Client and/or the Company in writing. DIGIMARK may, at its sole discretion, agree to act on any request or instruction given otherwise than in writing but in either case DIGIMARK shall not be liable in respect of any error or omission, or delay occasioned in processing such instruction or request particularly those arising from errors of transmission or misunderstanding or non-receipt of instruction.

The Client and/or the Company shall have no claim whatsoever against DIGIMARK in respect of anything done or omitted to be done or in respect of any exercise of any discretion unless the same shall involve manifest dishonesty.

(ii) The Client and/or the Company shall at all times hereafter indemnify and keep indemnified DIGIMARK against all actions, suits, proceedings, claims, demands, costs, charges, expenses and consequences whatsoever which may be taken or instituted against DIGIMARK, or which may be incurred or become payable by DIGIMARK by reason of or on account of, including but not limited to the following:

a. DIGIMARK, being liable for breach of agreement, negligence or any other liability arising under or in relation to the Agreement, unless such liability cannot be excluded under the laws of the UAE.

b. DIGIMARK’s failure to provide Services and/or Products for a reason beyond of its control.

(iii) The Client and/or the Company hereby undertakes that the brochure of DIGIMARK is solely for representation purposes and does not purport to be legal or other professional advice. The Client and/or the Company hereby acknowledge that the brochure of DIGIMARK is not a legally binding commitment to perform any Services to the Client and/or the Company.

(iv) DIGIMARK has internal anti-bribery and anti-corruption procedures and any violation of it by the Client and/or the Company may result in termination of the Agreement by DIGIMARK without any kind of compensation whatsoever and without prejudice to any legal or other rights or remedies which DIGIMARK may have under law.

(v) For internal audit and/or compliance purposes of DIGIMARK, the Client and/or the Company shall provide DIGIMARK with information about the background of the Client and/or the Company and any other beneficial owners, their sources of funds and business of the Company.

The Client and/or the Company shall not change or permit any change to the beneficial ownership of the Company without giving prior notice of the proposed change to DIGIMARK in writing.

(vi) DIGIMARK shall be entitled to amend these Terms and Conditions and associated Fees and price lists at its sole discretion and as it deems appropriate. Every endeavour shall be employed to provide all such notices to the Client and/or the Company’s registered email.

(vii) The Client and/or the Company acknowledges that these Terms and Conditions and Terms of Use contain the whole Agreement between DIGIMARK and the Client and/or the Company. Any oral representations are specifically excluded unless the same are agreed in writing between DIGIMARK and the Client and/or the Company.

(viii) DIGIMARK hereby reserves the right to commence proceedings and/or to commence and/or enforce execution proceedings against the Client and/or the Company in the UAE and/or any other court/competent jurisdiction that DIGIMARK may elect and consider appropriate.

(ix) Each provision of these Terms and Conditions is severable and distinct from the others and if any provision is, or at any time becomes, to any extent or in any circumstances invalid, illegal or unenforceable for any reason that provision shall to that extent be deemed not to form part of these Terms and Conditions but the validity, legality, and enforceability of the remaining parts of these Terms and Conditions shall not be thereby affected or impaired, and every provision of these Terms and Conditions shall be and remain valid and enforceable to the fullest extent permitted by the laws of the United Arab Emirates.

(x) DIGIMARK shall not be liable for any failure to perform any obligation hereunder to the extent such failure is caused by a Force Majeure Event. In case of a Force Majeure Event, the Client and/or the Company shall still be liable to pay to DIGIMARK all due fees for the Services and/or the Products that have been provided prior to the Force Majeure Event.

(xi) A Force Majeure Event shall operate to excuse a failure to perform an obligation hereunder only for the period of time during which the Force Majeure Event renders performance impossible or infeasible and only if the Party asserting Force Majeure as an excuse for its failure to perform has provided written notice to the Client and/or the Company specifying the obligation to be excused and describing the events or conditions constituting the Force Majeure Event. As used herein, “Force Majeure Event” means the occurrence of an event or circumstance beyond the reasonable control of DIGIMARK failing to perform, including, without limitation, (a) explosions, fires, flood, earthquakes, catastrophic weather conditions, pandemics, or diseases or other elements of nature or acts of God; (b) acts of war (declared or undeclared), acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; (c) acts of federal, state, local or foreign governmental authorities or courts; (d) labour disputes, lockouts, strikes or other industrial action, whether direct or indirect and whether lawful or unlawful; (e) failures or fluctuations in electrical power or telecommunications service or equipment; and (f) delays caused by the other Party’s non-performance hereunder.

**8. EFFECTIVE DATE**

The present Terms & Conditions herein stated shall become effective immediately upon posting on the Website or upon receipt by the Company and/or the Client of a copy.

**9. ANTI-MONEY LAUNDERING**

These terms and conditions are subject to Anti Money Laundering laws applicable under Federal Decree-law No. (20) of 2018 and its amendments. The Client and/or the Company hereby agree to comply with anti-money laundering laws and regulations, including without limitation the supply of documents to DIGIMARK upon request. Failure to provide requested documents, or failure to satisfy the required checks may result in the termination of all current and future Services by DIGIMARK. The Client and/or the Company hereby agree and understand that DIGIMARK can terminate its Services for this reason only with immediate effect by writing to the Client and/or the Company. In such an event, the parties cease to continue with the Agreement.

**10. LIMITATION OF LIABILITY**

Under no circumstances whatsoever, will DIGIMARK be liable for any accidental, indirect, special, or punitive damages that may arise as a result of The Client and/or the Company use or inability to use the Website or it services, including but not limited to the loss of income or expected profits, loss of reputation, loss of business, loss of data, computer malfunction, or any other damages.

**11. GOVERNING AND APPLICABLE LAWS**

These Terms and Conditions shall be governed by and construed in accordance with the applicable federal laws of the United Arab Emirates and the local laws of the Emirate of Dubai. The Courts of the Emirate of Dubai shall have exclusive jurisdiction over any dispute or conflict that may arise between DIGIMARK and the Client and/or the Company hereto from the Terms and Conditions.