

# Terms & Conditions

**AED** means The United Arab Emirates dirham.

**Company** means a limited liability company, or a branch incorporated in the Free Zone in accordance with the Regulations, or a Person licenced under the Regulations.

**Company Name** means the reserved or registered Company name within the Free Zone

**Competent Authority** means any UAE or Emirate of Dubai governmental, judicial, or regulatory authority.

**Employee** means an individual or individuals permitted by the Free Zone to work for a Company within or outside the Free Zone.

**Free Zone** means the Meydan City Corporation or Meydan Free Zone as established by Emiri Decree no.5 of 2009.

**Person** means a natural person, legal person, any association or partnership and the person's legal personal representatives, successors, and lawful assigns.

**Regulations** means the Meydan Free Zone Companies Regulations No. (1) of 2009 as Restated in 2013, and other regulatory instruments issued by Meydan Free Zone.

**Regulatory Instrument** means any law, regulation, rule, code, decree, decision, direction, notice, policy, procedures, or by-laws issued by the Free Zone or a Competent Authority from time to time.

**Website T&C** means the section setting the terms and conditions governing your use of our website.

## General Terms & Conditions

1. You, Company, and Employee acknowledge and accept you have read, accepted, and will adhere to the Free Zone Regulations.
2. You, Company, and Employee acknowledge and accept you have read, accepted, and will adhere to Competent Authority Regulatory Instruments. This includes but not limited to:
  - a. United Arab of Emirates cabinet resolutions regulating ultimate beneficial owner (UBO) procedures;
  - b. The economic substance regulations (ESR); and
  - c. Federal laws on money laundering and combating the financing of terrorism and financing of illegal organizations (AML).
3. Company is responsible to obtain all necessary approvals from relevant Competent Authority prior to commencing any activities of the Company.
4. The Company and Employee agree to provide, accurate and correct, any information, data, or document the Free Zone or Competent Authority may request for any purpose whatsoever without any unreasonable delay.
5. The Free Zone shall assume no liability for any penalties, losses or damages that may arise as a result of inaccurate, or incorrect, or any unreasonable delays in the provision of information, data, or documents by the Company and/or Employee.
6. Subject to the Regulations, the Free Zone reserves the right to reject an application for a Company, amend activities, or replace licenses, with no liability to the Free Zone.
7. Subject to the Regulations, the Free Zone reserves the right to impose financial penalties, pursue legal actions, cancel Company registration, withdraw Company registration, and cancel Employee residence visas with no liability to the Free Zone.
8. The Free Zone is not liable for:
  - a. any delays or rejection of applications from Competent Authority; and
  - b. any act, default, or omission on the part of Company including its Employees, contractors, directors, proxies, consultants, or agents without limitation of any breach of restraint of trade or non-competition covenants that may be contained in the employment or other Company contracts of Employees, contractors, directors, proxies, consultants, or agents.
9. Company is responsible to obtain all necessary approvals from relevant Competent Authorities where and when is required.
10. You and Company hereby acknowledge and accept the Company Name and its translation to be of your choosing.

11. You and Company declare the Company Name does not infringe any trademark.
12. You and Company accept the Company Name will be registered within Meydan-Free Zone and may not be available at or acceptable by other Competent Authority or jurisdictions, by way of example but not limited to Department of Economic Development -Government of Dubai.

## **Fees and Refunds**

1. The Free Zone reserves the right to suspend all services and licenses to Company if there are any overdue invoices.
2. Company shall settle all invoices raised by the Free Zone without any setoff or deduction and free and clear of all taxes and in a manner so that the Free Zone shall receive full value in cleared funds.
3. The Free Zone reserves the right to reject any refund application.
4. The Free Zone reserves the right to enforce an administrative fee of AED 2,000 before issuing any refunds to Company.
5. The Free Zone reserves the right to reject any refund applications if the Immigration Card of Company has been rejected by the General Directorate of Residency and Foreign Affairs due to any pending criminal or civil cases against any Employees, agents, directors, proxies, consultants, or contractors, of the Company.
6. The Free Zone reserves the right to reject any refund applications if Company fails to provide any attested original documents requested that of the Employee, contractor, agent, proxy, consultant, or director for a period that exceeds 60 days of issuing the license.

## Website Terms & Conditions

### 1. Introduction

This section sets the terms and conditions ('T&C') governing your use of our website; by using our website, you accept Website's T&C in full. If you disagree with the Website's T&C or any part of the Website's T&C, you must cease using our website.

### 2. Limited License

Subject to Website's T&C, the Free Zone grants you a non-exclusive, non-transferable, limited right to access, use, display the website and the materials thereon. You agree not to interrupt or attempt to interrupt the operation of the website in any way. You agree to not use our 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.

### 3. License to Use Website

Unless otherwise stated, the Free Zone owns the intellectual property rights of the website and materials on the website. All materials, contents, and logos within the Free Zone website are reserved. You may not publish, license, sell, use for commercial purposes, modify, edit, copy, duplicate, reproduce, or otherwise exploit any contents without explicit written approval from the Free Zone.

### 4. Restricted Access

We reserve the right to restrict access to other areas of our website at the Free Zone's discretion. Upon obtaining a user ID and password to access areas of our website or other content or services, you must ensure that the user ID and password are kept confidential and not shared unless otherwise explicitly permitted in writing by the Free Zone.

### 5. DISCLAIMER

Whilst every effort is made to ensure the accuracy of the content of the website, the Free Zone 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.

You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your sole risk. The Free Zone accepts no liability whatsoever for any such reliance by you on this information.

The Free Zone reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the website. The Free Zone 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.

The website, the information, materials on the website, and the software made available on the website are provided 'as is' without any representation or warranty, express or implied, of any kind, including, but not limited to

1. warranties of merchantability, non-infringement, fitness for any particular purpose, or non-infringement of any content published on or available throughout the website;
2. that the server that makes this website available is free of viruses or other components that may infect, harm or cause damage to your computer/mobile equipment or any other property when you access, browse, download from, or otherwise use the Website.

Under no circumstances, including but not limited to the Free Zone's gross negligence, shall the Free Zone 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.

## Online Payment Terms and Conditions

By using the Meydan Free Zone “Free Zone” Online Payment service you agree to the Online Payment Terms and Conditions.

We are not directly involved in the online payment but through a third party service provider “3rd Party”.

1. You accept using the Free Zone Online Payment service “as is” with no liability to the Free Zone.
2. The Free Zone online payment service is to facilitate payments to services rendered by the Free Zone “Services”.
3. You warrant that:
  - a. You are 18 years of age or over.
  - b. You have the appropriate authority to validly accept the Online Payment Terms and are able to and will meet your obligations in relation to these Terms and Conditions.
  - c. The credit card used in connection with the Services is issued in your name or you are authorized to use the credit card.
  - d. You will pay the credit card issuer all charges incurred in the use of the Services.
  - e. The information supplied by you is true and correct.
  - f. You will retain copy of transaction records.
4. The Free Zone shall not be liable for any issues pertaining to the online payment made by you through your credit/debit card including but not limited to:
  - excess charges charged by the Bank/ credit/debit card supplier;
  - double debit to the credit/debit card account, invalid card details; and
  - authentication of card details and ancillary/ incidental charges for the transaction.Please communicate all grievances related to such issues to your bank/ credit/debit card provider.
5. By using the Free Zone online payment service you accept and consent to your personal data being provided to the 3rd Party for sole purpose of offering and administering the online payment.
6. By using the Free Zone online payment service you do not:
  - a. In any way damage or disrupt the Services and/or the operation of the Services;
  - b. Use the Services for any unauthorised or unlawful purpose.
7. The Free Zone reserve the right to suspend, amend or cancel the Services at any time either temporarily or permanently.