

## Terms and Conditions for Summer 2023 Discount Offer

### ("Terms and Conditions")

#### 1. Definitions

**AED** means the currency of the United Arab Emirates.

**Applicant** means an individual making an Application.

**Application** means an application to DMCCA to avail the Offer and/or a Package by an Applicant.

**Authority** means any local, regional, territorial, free zone, municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, utility provider, judicial or administrative body in the UAE, the Emirate of Dubai or DMCCA.

**Basic Biz Package** means the original offer launched by DMCCA subject to the terms and conditions available at <https://www.dmcc.ae/business-setup-package>.

**Business License** means the renewable license issued by DMCCA allowing the Applicant to conduct business within DMCC Free Zone.

**Company** means a registered company maintaining a Business License which is authorised to operate within DMCC Free Zone.

**Crypto Centre Package** means the existing package launched by DMCCA that is exclusive for crypto businesses setting up in DMCC Free Zone, including but not limited to Companies developing web3, metaverse or blockchain-enabled platforms to firms trading in NFTs and crypto assets.

**DMCCA** means Dubai Multi Commodities Centre Authority, governed by Law No. (3) of 2020 (as amended) issued in the Emirate of Dubai and situated at P.O. Box 48800, Uptown Tower, Jumeirah Lakes Towers, Dubai, United Arab Emirates and being the governing authority of the DMCC Free Zone.

**DMCC Business Centre** means the centre where sharing desks and offices are leased out by DMCCA to Company.

**DMCC Free Zone** means the free zone of DMCCA, governed by Law No. (3) of 2020 (as amended) issued in the Emirate of Dubai.

**DMCC Gaming Package** means the original package launched by DMCCA exclusive to gaming and e-sports businesses setting up in DMCC Free Zone and subject to the terms and conditions available at this [link](#).

**First Stage** means, in relation to an Application to avail a Package, the creation or submission of the relevant online Application form acknowledging acceptance of these Terms and Conditions in the form prescribed by DMCCA.

**Flexi Desk(s)** means together a Standard Flexi Desk or a Special Desk.

**Standard Flexi Desk** means the desk at of the of the DMCC Business Centre which has a validity of one year and is limited to three visas and allows the Applicant to use it four hours per week.

**Special Flexi Desk** means the space which DMCCA will allocate for the Business License within the DMCC Business Centre for one year and including one visa only, which the Applicant is allowed to use for one hour per month.

**Jumpstart Package** means the original offer launched by DMCCA subject to the terms and conditions available at <https://www.dmcc.ae/business-setup-package>.

**Laws** means all legislation, decrees, resolutions, acts, statutes, ordinances, rules or regulations, directives and other orders, treaties, by-laws, codes of practice and other subordinate legislation, of any Authority.

**Offer Launch Date** means the date on which the Offer was launched by DMCCA being 10 August 2023.

**Offer** means this offer made by DMCCA to any Applicant subject to these Terms and Conditions as further described in clause 2.

**Offer Period** means the period of availability of this Offer starting from the Offer Launch Date and ending on 11<sup>th</sup> September 2023.

**Package(s)** means all together or any individually the Basic Biz Package, Crypto Centre Package, DMCC Gaming Package, Jumpstart Package and the Prime Plus Package.

**Prime Plus Package** means the original package launched by DMCCA subject to the terms and conditions available at <https://www.dmcc.ae/business-setup-package>.

**Second Stage** means, in relation to an Application to avail a Package, the payment of the Company setup fees, the execution of the Articles of Association (“**AOA**”) for the Company and the provision of all necessary documentation as required by DMCCA from time to time following completion of the First Stage.

**Third Stage** means, in relation to an Application to avail a Package, the execution of the lease agreement for an office space or the Flexi Desks and any other documentation required by DMCCA from time to time further to the completion of the First Stage and the Second Stage for the issuance of the Business License.

**UAE** means the United Arab Emirates.

## 2. Offer

2.1 Subject to clause 3.7 below, DMCCA shall make the Offer available only to Applicant who shall make an Application within the Offer Period, subject to these Terms and Conditions.

2.2 The Offer shall consist of the following additional discount on the following Packages when setting up a Company:

PACKAGES	ADDITIONAL DISCOUNT
Prime Plus Package	3 years 1 instalment option - discount of AED 15,175
	3 years 2 instalments option – discount of AED 7,890
	1 year option – discount of AED 3,815
Jumpstart Package	1 year option – discount of AED 4,360
	2 years option – discount of AED 12,255
	3 years option – discount of AED 23,955
DMCC Crypto Centre Package	Discount of AED 3,400
Basic Biz Package	Discount of AED 3,550
DMCC Gaming Package	Discount of AED 3,344

## 3. Offer's Conditions

- 3.1 The Offer is only available for new Company registration using a Package or for existing leads having at the time of the Offer Launch Date completed no more than the First Stage of their Application. The Applicant's eligibility for the Offer is subject to the Applicant complying with the Laws at all times.
- 3.2 To benefit from the Offer, the Applicant must complete the Second Stage of its Application before the end of the Offer Period through digital interactions, using DMCCA's online portal, digital verification processes, communication and self-help channels. The physical Applications in DMCCA's premises will not be accepted.
- 3.3 DMCCA cannot guarantee the grant of any residency visa which is subject to UAE federal security checks and approvals. DMCCA reserves the right to deny any Application, without incurring any liability to the Applicant or any third party, for failure by an Applicant to obtain a residency visa.
- 3.4 The Offer shall at all times be non-exchangeable, non-transferable and non-negotiable and cannot be combined with other special offers or discounted schemes except as otherwise set out in these Terms and Conditions.
- 3.5 The Offer shall not be available for:
- (a) existing Companies wishing to alter their Business License;
  - (b) existing Companies wishing to renew their Business License; and
  - (c) Applicants who have completed the Second Stage of their Application onwards.
- 3.6 Where the Applicant does not meet the requirements to avail the Offer as set out in these Terms and Conditions, the Applicant shall be liable to pay all fees applicable in respect of their Application at standard rates.
- 3.7 The Offer is made at DMCCA's sole discretion and may be withdrawn or amended by DMCCA at any time as deems fit. To the extent permitted by Law, DMCCA accepts no liability to any Applicant or any other third party in connection with the Offer or these Terms and Conditions.
- 3.8 In the event of a breach by the Applicant of any Laws, DMCCA reserves the right to hold void, restrict, cancel or suspend the Applicant's Business License as deems appropriate.

#### **4. Miscellaneous**

- 4.1 The Applicant (whether or not the Offer has been availed) shall indemnify DMCC Free Zone and DMCCA against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonably incurred professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with these Terms and Conditions.
- 4.2 Nothing in these Terms and Conditions shall limit or exclude the Applicant's liability in respect of any liability for willful or deliberate default, reckless misconduct, fraud, gross negligence, criminal conduct or corrupt practices or the Applicant's liability in respect of any and all of its indemnity obligations under these Terms and Conditions.
- 4.3 Neither DMCC Free Zone and DMCCA, nor any affiliate, officer, director, employee, attorney, or agent of DMCC Free Zone and DMCCA shall have any liability with respect to the Applicant, and the Applicant hereby waives, releases, and agrees not to sue any of them upon, any claim for any special, indirect, incidental, or consequential damages suffered or incurred by the Applicant in connection with, arising out of, or in any way related to, these Terms and Conditions or the Offer.

#### **5. Governing Law and Jurisdiction**

- 5.1 These Terms and Conditions and the Offer are governed by the Laws as applicable in the Emirate of Dubai, UAE and any dispute arising out of or in relation to these Terms and Conditions or the Offer will be subject to the exclusive jurisdiction of the Dubai courts.

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