Terms and Conditions for the FreelanceUAE License

1. **DEFINITIONS**

AED means the currency of the United Arab Emirates.

Application means an application to DMCC to avail the FreelanceUAE License.

Applicant means any natural person making an Application.

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 the DMCC.

Benefits means the benefits provided by DMCC along with the FreelanceUAE License Services including but not limited to the following, and the provision of certain of which by DMCC are dependent on the package chosen by the Applicant:

- a FreelanceUAE License;
- an establishment card;
- one (1) complimentary residency visa, inclusion and duration dependent on the chosen package; and
- a DMCC Free Zone business address for use in the FreelanceUAE License and an establishment card.

DMCC means the Dubai Multi Commodities Centre Authority, governed by Law No. (3) of 2020 issued in the Emirate of Dubai (as amended, replaced or re-enacted from time to time), which authority has governance over the DMCC Free Zone and situated at P.O. Box 48800, Uptown Tower, Uptown Dubai, Dubai, UAE.

DMCC Company License means a renewable license issued by DMCC to a DMCC Free Zone registered company, allowing a company to conduct business in or from the DMCC Free Zone.

DMCC Free Zone means the free zone of DMCC, governed by Law No. (3) of 2020 issued in the Emirate of Dubai (as amended, replaced or re-enacted from time to time) and regulated and operated by DMCC, the location, area and boundaries of which are specified in Law No. (3) of 2020.

DMCC Licensing Rules means the Licensing Rules 2024 of DMCC, as amended, extended or re-enacted from time to time.

First Stage means, in relation to an Application, the submission of the relevant online application form, the settlement of the payment on the FreelanceUAE online portal, and the signature and return of the form acknowledging acceptance of these Terms and Conditions as prescribed by DMCC.

FreelanceUAE License means the renewable license issued by DMCC allowing the Applicant to conduct business in or from the DMCC Free Zone, and as further described in clause 2.

Freelancer means a natural person licensed to operate as a sole proprietor in accordance with these Terms and Conditions.

FreelanceUAE License Fees means the fees and charges as imposed from time to time by DMCC or any authority with respect to the FreelanceUAE License Services and Benefits.

FreelanceUAE License Services means the setup services including the license registration services and the Benefits which are included in the FreelanceUAE License offered by DMCC to an Applicant.

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.

License Holder means a Freelancer who holds a FreelanceUAE License.

License End Date means the expiration date of the FreelanceUAE License.

Second Stage means in relation to an Application the execution and completion of any other documentation required by DMCC from time to time further to the completion of the First Stage and the Second Stage for the issuance of the FreelanceUAE License.

Terms and Conditions means these Terms and Conditions.

UAE means the United Arab Emirates.

VAT means value added tax as defined by Federal Law by Decree No. 13 of 2016 concerning the establishment of Federal Tax Authority.

2. FREELANCEUAE LICENSE

- 2.1 DMCC will make the FreelanceUAE License available to any Applicant who wishes to operate as a Freelancer in or from the DMCC Free Zone and will complete an Application, subject to these Terms and Conditions.
- 2.2 The Applicant may choose from the following packages for a FreelanceUAE License:
 - (a) a one (1) year visa package: includes a one (1) year complimentary residency visa;
 - (b) a two (2) year visa package: includes a two (2) year complimentary residency visa; or
 - (c) a basic FreelanceUAE License package: this option does not include a residency visa.

For pricing, please refer to the schedule of charges here.

- 2.3 The FreelanceUAE License Fees are inclusive of VAT and Knowledge Development and Innovation Dirhams charges.
- 2.4 The residency visa application must be submitted by the Applicant and the residency visa must be issued to the Applicant before the applicable License End Date.
- 2.5 Additionally, any Applicant opting for the Freelance UAE License will be allocated (i) a DMCC Free Zone business address to use in the Freelance UAE License, and (ii) an establishment card.

3. FREELANCEUAE LICENSE CONDITIONS

- 3.1 The process for completing the Application shall consist of three (3) stages, being:
 - (a) the First Stage;
 - (b) the Second Stage; and
 - (c) the issuance by **DMCC** of a FreelanceUAE License and all documentation in respect of an Application.
- 3.2 All stages of the Application process are subject to DMCC's approval which will be given at DMCC's sole discretion and subject to compliance with all regulatory requirements in force in the DMCC Free Zone from time to time, including, but not limited to the DMCC Licensing Rules.
- 3.3 All stages of the Application must be completed through digital interactions, using FreelanceUAE's online portal, digital verification processes, communications and self-help channels. Physical Applications at DMCC's premises will not be accepted.
- 3.4 The FreelanceUAE License issued to the Applicant under these Terms and Conditions is not transferable to any other individual or entity, including but not limited to, a company holding a DMCC Company License. If the Applicant wishes to operate as a company in the DMCC Free Zone, the Applicant must apply for a DMCC Company License through the standard application process.
- 3.5 The Applicant availing the FreelanceUAE License can only apply for one (1) business profession from the professions listed on the website on which FreelanceUAE Licenses are made available.
- 3.6 The Applicant's eligibility for the FreelanceUAE License is subject to the Applicant complying with the Laws at all times.
- 3.7 Prior to the expiration of the FreelanceUAE License, the License Holder may apply to renew the FreelanceUAE License through the designated members portal accessible on FreelanceUAE's website. The renewal application, along with any required documentation and fees, must be submitted before the FreelanceUAE License expiry date to avoid interruption of services. DMCC reserves the right to assess and approve renewal applications at DMCC's sole discretion, subject to compliance by the License Holder with the Laws, all applicable regulations and fulfillment of any outstanding obligations by the License Holder.
- 3.8 DMCC cannot guarantee the grant of any residency visa which is subject to UAE federal security checks and approvals. DMCC 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.
- 3.9 The Applicant shall be the sponsor in respect of his or her residency visa and shall be responsible for procuring his or her medical insurance and for the costs of his or her medical insurance.
- 3.10 DMCC cannot guarantee, and does not provide any guarantee with respect to, the opening of any bank accounts that may be required by the Applicant.
- 3.11 The FreelanceUAE License shall at all times be non-exchangeable, non-transferable, and non-negotiable and may not be combined with any other special offer or discounted scheme.
- 3.12 The FreelanceUAE License shall not be available for any Applicant where the selected profession is not eligible as per the stated business professions on the website on which FreelanceUAE Licenses are made available.

- 3.13 The FreelanceUAE License cannot be availed in conjunction with any other discounts or promotions offered by DMCC.
- 3.14 The Applicant acknowledges that in the event the complimentary residency visa (as provided for in clause 2.2 above) included in the FreelanceUAE License is rejected by the relevant Authority, cancelled by the Applicant or cancelled for any other reason whatsoever, no refund will be provided under any circumstances. In any such case, the Applicant understands and agrees that the complimentary residency visa included in the FreelanceUAE License will be deemed consumed and will not be granted further.
- 3.15 In the event that DMCC rejects the Applicant's Application, the Applicant shall be entitled to a full refund of the FreelanceUAE License Fees.
- 3.16 Each FreelanceUAE License is issued at DMCC's sole discretion and may be withdrawn, terminated or amended by DMCC at any time as DMCC deems fit. To the extent permitted by Law, DMCC accepts no liability to any Applicant, any License Holder or any other third party in connection with the FreelanceUAE License or these Terms and Conditions.
- 3.17 In the event of a breach by the License Holder of any Laws, DMCC reserves the right to hold void, restrict, cancel, or suspend the License Holder's FreelanceUAE License as DMCC deems appropriate.
- 3.18 The License Holder may, at the License Holder's sole discretion, voluntarily terminate its FreelanceUAE License by submitting a request through the FreelanceUAE online portal accessible on the FreelanceUAE website and subject to the License Holder satisfying or fulfilling any outstanding obligations under these Terms and Conditions.
- 3.19 These Terms and Conditions may be amended by DMCC from time to time in DMCC's sole discretion as DMCC deems fit.
- 3.20 DMCC reserves the right to request additional documentation from the Applicant at any time, as deemed necessary to verify the Applicant's identity, business profession, or compliance with these Terms and Conditions. The Applicant shall promptly provide such additional documentation upon request. Failure to provide such documentation may result in the suspension or termination of these Terms and Conditions and/or the License Holder's FreelanceUAE License (if in issue).

4. MISCELLANEOUS

- 4.1 The Applicant (whether or not a FreelanceUAE License has been availed) shall indemnify the DMCC Free Zone and DMCC 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/or DMCC, nor any affiliate, officer, director, employee, attorney, or agent of DMCC Free Zone and/or DMCC 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 any FreelanceUAE License.

4.4 Nothing contained in these Terms and Conditions, nor the FreelanceUAE License shall be construed or have effect as constituting any relationship of employer and employee between DMCC and the Applicant, or DMCC and the Freelancer, or DMCC and the License Holder.

5. LAW AND JURISDICTION

These Terms and Conditions and the FreelanceUAE License 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 FreelanceUAE License will be subject to the exclusive jurisdiction of the Dubai courts.