

## **PART II - TERMS AND CONDITIONS**

### **1. DEFINITIONS**

The defined terms used in these T&Cs shall have the following meaning:

**Administration Fee** means the fee for provision of the Co-Working Space Services as set out in item 4 of the Particulars;

**Affiliate** means any entity that directly or indirectly controls, is controlled by or is under common control of a Party from time to time;

**Building** means the building within the Premises within which the Co-Working Space and Co-Working Space Services are provided;

**Business Day** means Sunday to Thursday inclusive but with the exception of any public holiday in the UAE;

**Business Hours** means the working hours as described in Item 4 of the Particulars, timings may change depending on the location;

**Civil Code** means the United Arab Emirates Federal Law No. 5 of 1985 regarding the Civil Transactions Law;

**Commencement Date** has the meaning ascribed to it in item 1 of the Particulars;

**Co-Working Space** means the co-working space falling as part of the Premises, as specified in item 4 of the Particulars;

**Co-Working Space Fee** means the fee identified in paragraph 4 of the Particulars (as may be amended from time to time) to be paid by the Customer to the Provider for provision of the use of a Co-Working Space;

**Co-Working Space Services** means the provision by the Provider of: 24-hour security and immediate access to move-in during Business Hours; Co-Working Space with one seat; air-conditioning; lighting; power; daily housekeeping service; Network Connectivity Services and shared restroom access;

**Customer** means the Party identified in item 3 of the Particulars;

**DMCCA** means Dubai Multi Commodities Centre Authority, governed by Law No. (3) of 2020 issued in the Emirate of Dubai;

**DMCC** means Dubai Multi Commodities Centre;

**DMCC Free Zone** means the free zone of DMCC regulated by DMCCA and operated by DMCC;

**DMCC Licence** means a licence issued by DMCC to operate within the DMCC Free Zone;

**Effective Date** means the date referred to in item 1 of the Particulars;

**Expiry Date** means the expiry date set out in item 1 of the Particulars;

**Law** means all national, state, local and municipal legislation, regulations, directives, statutes, by-laws, approvals and other law, instrument or direction from officials having the force of law as may be issued and in force from time to time (and any amendment or subordinate provisions there to);

**Master Community** means the entire master community comprised in the DMCC Free Zone developed or to be developed on a portion of the land comprising Plot 814, Parcel ID No. 393 Emirates Hill First, Dubai and situated between 5th and 6th Interchanges, Sheikh Zayed Road, Dubai, which includes all and any reductions and extensions from time to time;

**Network Connectivity Services** means internet communications access;

**Particulars** means the particulars to which these T&Cs apply;

**Parties** means the Provider and the Customer, with each being a **Party**;

**Payment Option** means the payment option identified in item 4.2 of the Particulars;

**Payment Schedule** means the payment schedule set out in item 4.2 of the Particulars;

**Premises** means any part of the premises within which the Co-Working Space is located and Co-Working Space Services are performed;

**Provider** means the Party identified in item 2 of the Particulars;

**Relevant Authorities** means the Government of the United Arab Emirates or the Emirate of Dubai, any local, regional, territorial, free zone, municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, utility provider, judicial or administrative body, having jurisdiction over Master Community including but not limited to DMCCA,

DMCC Free Zone, Dubai Municipality, the Dubai Electricity and Water Authority, and Dubai Roads and Transport Authority;

**Rules and Regulations** means all rules and regulations which are applicable in the DMCC Free Zone, as may be amended from time to time, copies of which may be found at the following link: <https://www.dmcc.ae/free-zone/support/compliance-and-regulations>;

**Security Deposit** means the deposit to be given by the Customer to the Provider as security for performance of the Customer's obligations under these T&Cs as described in item 4.1 of the Particulars;

**T&Cs** means these standard, non-negotiable terms and conditions and the Particulars, including any amendments hereto;

**Term** means the period of these T&Cs which commences on the Commencement Date, and unless terminated earlier pursuant to the terms of these T&Cs, expires on the Expiry Date;

**UAE** means the United Arab Emirates; and

**VAT** means any form of goods and services tax levied in the UAE or Dubai from time to time.

## **2. CO-WORKING SPACE USE**

- 2.1 In consideration of the payment by the Customer of the Co-Working Space Fee to the Provider, the Provider will grant access to and use of the Co-Working Space within the Building on a non-exclusive basis in total.
- 2.2 The Co-Working Space will be allocated by the Provider at the time of booking and is available on a first-come, first-served basis.
- 2.3 Use of the Co-Working Space shall be subject to the Customer conforming to and abiding by these T&Cs and all relevant Rules and Regulations.
- 2.4 Use of the Co-Working Space will be subject to any DMCC booking policies in place from time to time and shall be used in accordance with these T&Cs.
- 2.5 The Customer acknowledges and agrees that:
  - (a) the granting of access to the Building and the Co-Working Space is personal to the Customer and shall not apply to any of its nominees, assigns, successors or successors-in-title.
  - (b) any rights granted pursuant to these T&Cs do not constitute a tenancy right;
  - (c) possession and control of the Building and the Premises shall at all times remain vested in the Provider, and the Customer shall not have any estate or other interest in any part of it;
  - (d) the Customer shall not at any time be entitled to use the Premises to the exclusion of the Provider or any other entitled person; and
  - (e) the Provider and any other person authorized by the Provider may enter the Premises at any time and for any reason and to use it in common with the Customer.
- 2.6 The Provider shall provide the Co-Working Space Services to the Customer during the Term in consideration of the payment by the Customer of the Co-Working Space Fee and the Administration Fee to the Provider.

## **3. SECURITY DEPOSIT**

- 3.1 The Customer shall pay the Security Deposit prior to the Effective Date.
- 3.2 Subject to Clause 3.4, the Security Deposit will be returned to the Customer within 60 days following the Expiry Date without any interest, and less the deduction of all such sums as are properly due to the Provider.
- 3.3 If the cost of the monthly Optional Services provided to the Customer exceeds 50% of the Security Deposit, the Customer shall increase the Security Deposit upon the written demand of the Provider to do the same.
- 3.4 The Provider may use the proceeds of the Security Deposit for payment of any amount due to the Provider under these T&Cs, including but not limited to, damage caused by the Customer or any unpaid amounts relating to the provision of the Co-Working Space Services or Optional Services (where applicable).

#### **4. NETWORK CONNECTIVITY SERVICE**

4.1 The Provider shall provide Network Connectivity Services free of charge to the Customer subject to the following terms and conditions:

- (a) the Provider shall not provide any computer or telephone equipment to the Customer, including but not limited to any individual telephone lines, hardware, software, peripherals or other related equipment whatsoever;
- (b) the Customer shall only access websites that do not breach the telecommunication policies of any telecommunications services provider, any Relevant Authority, the Provider or any Law.
- (c) the Provider may withhold internet access to the Customer and/or terminate these T&Cs with immediate effect in accordance with Clause 9 below, if there is any infringement or illegal or immoral use of the Network Connectivity Services by the Customer;
- (d) the Network Connectivity Services do not include allocation of telephone numbers or telephone usage charges;
- (e) the Provider shall not be liable for any loss caused as a result of the Customer's use of the Network Connectivity Services including, but not limited to, any data loss, hacking, protection or security issues; and
- (f) the Customer shall not modify or install any network points.

#### **5. GENERAL CUSTOMER OBLIGATIONS**

5.1 In using the Co-Working Space Services and the Optional Services, the Customer undertakes and agrees that:

- (a) use of Co-Working Space is subject to 24-hour advance booking and are for use on Business Days and during Business Hours only;
- (b) the Co-Working Space Services will be used for general office purposes only;
- (c) the Customer shall notify the Provider immediately of any damage caused by the Customer or the Customer's employees, agents, appointees or visitors to the Building or anything therein;
- (d) the Customer shall be liable for all damage caused by the Customer or the Customer's employees, agents, appointees or visitors to the Building and shall indemnify and hold harmless the Provider and DMCC from any and all losses suffered by any party in connection with such damage;
- (e) the common areas of the Building will only be used by the Customer, the Customer's employees, agents, appointees or visitors in such a way as to have regard to the rights and interests of other users and so as not to cause nuisance to other users;
- (f) the Customer shall not install any fixtures or fittings in any part of the Building;
- (g) use of the Co-Working Space Services and the Optional Services shall be available to the Customer subject to its DMCC Licence remaining valid;
- (h) unless otherwise agreed by the Provider, maximum of one (1) authorised individual may use the Co-Working Space provided under these T&Cs at any given time;
- (i) the Customer shall fully indemnify the Provider against any expenses, costs, claims, damages or penalties incurred by the Provider in connection with the use by the Customer of the Co-Working Space or the Co-Working Space Services, howsoever occasioned;
- (j) the Customer shall not carry on any business which could be construed by the Provider or Relevant Authorities as illegal, defamatory, immoral or obscene and will not use the Co-Working Space Services (whether directly or indirectly) for any such purpose.
- (k) all authorised Customer employees wishing to use the Co-Working Space provided under these T&Cs must be nominated representatives under the Customer's DMCC Licence, and any complaints in connection with such use must be reported to the Provider's administration team immediately; and
- (l) the Provider reserves the right at any time to modify any part of the Building, Co-Working Space, Co-Working Space Services, or Optional Extra Services and to impose new or additional

terms or conditions on the Customer's use of the Co-Working Space Services or the Optional Extra Services and the Customer will cooperate where necessary to assist in the implementation of such changes.

## **6. PAYMENT**

- 6.1 The Customer shall pay the Administration Fee and the Co-Working Space Fee for the Term in accordance with the selected payment option and Payment Schedule set out in item 4.2 of the Particulars.
- 6.2 Payment of all and any payments due pursuant to these T&Cs shall be by way of portal balance deduction, bank transfer or by cheque;
- 6.3 Unless otherwise agreed by the Parties, the Customer shall pay any amounts due under these T&Cs to the Provider's finance department in a form to be determined by the Provider from time to time.
- 6.4 The Customer shall provide evidence of all payments made to the Provider in writing.
- 6.5 In the event that any cheque issued by the Customer is not immediately honoured in full:
  - (a) the Customer shall pay the Provider an administrative charge of AED 1,000 per returned or part-paid cheque;
  - (b) the Provider may discontinue the provision of the Co-Working Space Services and the Optional Services;
  - (c) the Provider may bring a claim against the Customer in respect of any unpaid amount; and
  - (d) the Provider may cancel the Customer's DMCC Licence and associated visas.
- 6.6 Any Optional Service Fee or charge associated with extra hour usage of a Co-Working Space shall be settled by the Customer through the Portal prior to provision of that Optional Service or Co-Working Space usage.
- 6.7 If payment of any sum under these T&Cs is not made within 7 days of the due date, the Provider may apply interest on any such outstanding sums at the rate of 1% per month (12% per annum).
- 6.8 Subject to Clause 9.2 If the Customer fails to pay any due instalment amount within 30 days of the instalment due date, the Provider may at its own discretion terminate the T&Cs and withhold the Security Deposit amount to cover any unpaid due amounts
- 6.9 The Customer acknowledges and agrees that all sums payable under these T&Cs are exclusive of VAT and the Customer shall bear the cost of any applicable VAT imposed from time to time.

## **7. CUSTOMER'S FAILURE**

- 7.1 If the Customer fails to make payment under the terms of these T&Cs when due, the Provider may, in its sole discretion:
  - (a) prohibit access by the Customer or any of the Customer's employees, agents, appointees or visitors to the Premises or the Building;
  - (b) retain any correspondence addressed to the Customer and telephone and fax messages intended for the Customer; and
  - (c) exclude the Customer from further use of any Co-Working Space Services and Optional Services, until all outstanding sums are paid.
- 7.2 The Provider may off-set any proceeds from the sale of Customer property against any debts payable to the Provider by the Customer.

## **8. INSURANCE AND LIMIT OF LIABILITY**

- 8.1 The Customer shall, throughout the duration of the Term, keep itself insured (with a reputable insurer acceptable to the Provider), against all insurable liabilities in connection with their use of the Co-Working Space.
- 8.2 Where requested by the Provider, the Customer shall provide the Provider with certificates of insurance, receipts for the current year's premiums, and any other proof of insurance the Provider may reasonably require.

- 8.3 To the extent permitted by Law, the Provider shall have no liability to the Customer in respect of any of the following:
- (a) any act, omission, negligence, delay or default by any of the Provider or its employees, agents, appointees or visitors;
  - (b) any loss experienced or suffered by the Customer or any of the Customer's employees, agents, appointees or visitors in any way associated with their access to the Building or use of the Co-Working Space; or
  - (c) the provision of the Co-Working Space Services or the Optional Services.

## **9. TERM, TERMINATION AND CONSEQUENCES OF TERMINATIONS**

9.1 These T&Cs will continue for the Term.

9.2 The Provider may terminate these T&Cs immediately without the requirement of a court order or further notice if:

- (a) the Customer fails to renew these T&Cs within 30 days of the expiry date of these T&Cs;
- (b) the Customer fails to pay the Administration Fee or the Co-Working Space Fee in accordance with these T&Cs;
- (c) the Customer fails to pay the Optional Services Fee within 30 days of the date of an invoice for the same;
- (d) the Customer's DMCC Licence is terminated or is invalidated during the Term; or
- (e) the Customer breaches any term of these T&Cs and does not rectify the breach within seven (seven) days of receipt of written notice to do so.

9.3 Unless otherwise agreed with the Provider, the Customer may terminate these T&Cs prior to the Expiry Date, provided that one (1) month's prior written notice is issued by the Customer to the Provider.

9.4 If the Customer subsequently decides to enter into a serviced desk or serviced office agreement:

- (a) the balance of the Co-Working Space Fee (pro-rated for the remainder of the Term or renewal term); and
- (b) the Security Deposit (subject to any deductions pursuant to these T&Cs), shall be credited by the Provider against the amount for the relevant serviced desk or serviced office fee and the Customer accepts that it will not be eligible for any refund of the Administration Fee.

9.5 Unless otherwise agreed by the Provider, the Customer shall not be entitled to any refund of the Co-Working Space Fee, the Administration Fee or any Optional Services Fee where these T&Cs are terminated prior to the Expiry Date for any reason whatsoever.

9.6 In addition to the Provider's rights set out in these T&Cs, in the event that the Customer leaves any of its property in any part of the Premises for more than 10 days following the Expiry Date, the Provider may, in its absolute discretion, dispose of the property in any manner it deems appropriate including, but not limited to, disposal, sale or donation of the same.

## **10. RENEWAL**

10.1 Subject to Clause 10.5, if the Customer wishes to renew these T&Cs, the Customer shall initiate the renewal process online through the Provider's members portal access prior to the Expiry Date of these T&Cs.

10.2 The Customer shall pay the Administration Fee and the Co-Working Space Fee for any additional term prior to the renewal date of these T&Cs.

10.3 In the event that the Customer fails to comply with the notice period set out in Clause 10.1 but proceeds to renew these T&Cs, the Customer shall be liable to pay to the Provider AED 500 per month for each month (in whole or in part) from the relevant Expiry Date until a renewal is signed and all payments have been received by the Provider.

10.4 The Customer acknowledges and agrees that any renewal made pursuant to this Clause 10 will be subject to:

- (a) any renewal of these T&CS being valid and enforceable from the relevant preceding Expiry Date; and
  - (b) the Customer's payment of the payment due under Clause 10.3.
- 10.5 Any renewal of these T&Cs shall be at the sole discretion of the Provider and the Customer's compliance with DMCC's licensing rules and regulations.
- 10.6 Any sums charged under this Clause 10 may be deducted by the Provider from the Security Deposit and any sums not covered by the Security Deposit shall be paid by the Customer within 7 days of demand by the Provider.

## **11. NOTICES**

- 11.1 All Notices given to a Party under, or in connection with, these T&Cs shall be given in writing and delivered by email or hand or courier at the email address or address listed at items 2 or 3 of the Particulars (as applicable) and shall be deemed received by the recipient if delivered before 5pm on a Business Day.
- 11.2 Other than in respect of a Dispute Notice, this Clause 11 does not apply to:
- (a) the service of any proceedings or other documents, in any legal action; or
  - (b) where applicable, any arbitration or other method of dispute resolution.

## **12. MISCELLANEOUS**

- 12.1 These T&Cs and use of the Co-Working Space and Co-Working Space Services is personal to the Customer and is not capable of being assigned or shared. The Provider may assign or transfer any rights or obligation under these T&Cs to an Affiliate without the consent of the Customer.
- 12.2 If the Customer is a company, it must obtain written consent from the Provider prior to any change in the ownership or management of the Customer (or its relevant holding company), including any changes in beneficial ownership which would constitute a change of controlling interest of the Customer. The Provider may terminate these T&Cs in its sole discretion where the Customer fails to obtain such consent.
- 12.3 The Customer shall at all times during the Term comply with Law.
- 12.4 Clauses 1, 5.1(d), 5(i), 8.3, 9, 10, 11 and this Clause 12 shall survive the expiration or termination of these T&Cs.
- 12.5 These T&Cs shall be governed by the laws of the Emirate of Dubai and the laws of the United Arab Emirates as applicable in the Emirate of Dubai.
- 12.6 If any dispute, claim, controversy or difference between the Parties arises out of or in connection with these T&Cs, including any question regarding its existence, validity, interpretation or termination ("**Dispute**"), then the Parties shall use their best endeavours to settle the Dispute. If the Parties do not reach resolution within 30 days, then the Dispute shall be finally settled by the courts of the Emirate of Dubai.
- 12.7 These T&Cs may be varied or amended by the Provider at any time.