

## Terms and Conditions– DMCC E-Commerce Packages (Terms and Conditions)

### 1. Definitions

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

**AOA** means the articles of association of a Company.

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

**Application** means an application to DMCCA as described in clause 3.1, to avail the DMCC E-Commerce Packages.

**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 DMCCA.

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

**Company** means a registered company maintaining a Business License which is authorized to operate within the DMCC Free Zone and, for the purpose of these Terms and Conditions.

**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 E-Commerce Packages** means the discounted business setup packages made available to eligible Applicants by DMCCA subject to these Terms and Conditions as further described in clause 2.

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

**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.

**The Box DMCC** means the provider offering units and storage to DMCCA companies having an e-commerce business.

**UAE** means the United Arab Emirates.

### 2. DMCC E-Commerce Packages

2.1 DMCCA will make the DMCC E-Commerce Packages available to any Applicant wishing to set up a new Company and who completes an Application, subject to these Terms and Conditions.

2.2 The DMCC E-Commerce Packages shall consist of the following:

- a) A special discount on the Company registration and renewal fees over a period of two (2) years for any Company leasing units and storage space from The Box DMCC.:
- b) The special discount will be based on the size of the units and storage space rented from The Box DMCC as follows:

	Standard Fee (AED)	Discounted Fee (AED)
Basic Set Up Fees	AED 34,085	AED 22,155
Starter Set Up Fees	AED 34,085	AED 17,047
Premium+ Set Up Fees	AED 38,005	AED 19,002
License Renewal Fee and	AED 22,070	AED 11,055
Establishment Card		

- c) One-time complimentary resolution service true copy following issuance of the Business License

All the above fees are exclusive of Knowledge & Innovation Dirhams.

### 3. Package Conditions

- 3.1 All stages of the Application process are subject to DMCCA's approval which will be given at DMCCA's sole discretion and subject to compliance with all regulatory requirements in force in DMCC Free Zone from time to time.
- 3.2 All stages of the Application must be completed through digital interactions, using DMCCA's online portal, digital verification processes, communication and self-help channels. Physical Applications in DMCCA's premises will not be accepted.
- 3.3 Notwithstanding clause 3.9, the DMCC E-Commerce Packages are available for the registration of a new Company only. The Applicant's eligibility for the DMCC E-Commerce Packages is subject to the Applicant complying with the Laws at all times.
- 3.4 DMCCA cannot guarantee the issuance of any residency visa which is subject to UAE federal Laws and security checks and approvals. DMCCA reserves the right to deny and/or reject any Application, without incurring any liability to the Applicant or any third party, for any failure by an Applicant to obtain a residency visa.
- 3.5 The DMCC E-Commerce Packages shall at all times be non-exchangeable, non-transferable and non-negotiable and may not be combined with any other special package or discounted scheme.
- 3.6 The DMCC E-Commerce Packages are only available for Applicants meeting all the following conditions:
- (a) Applicants renting storage space from The Box DMCC for their e-commerce business; and
  - (b) Applicants obtaining a co-working space at The Box DMCC.
- 3.7 The DMCC E-Commerce Packages shall not be available for:
- (a) Any Applicant wishing to register a new Company which Application has already reached the stage of payment of Company set up fees.
  - (b) Any online Companies trading either of the products listed in Appendix 1.
- 3.8 Where the Applicant does not meet the requirements to avail the DMCC E-Commerce Packages as set out in these Terms and Conditions, the Applicant shall be liable to pay the fees applicable in respect of their

Application at standard rates and in full.

- 3.9 If during the second year of availing the DMCC E-Commerce Packages, the Applicant wishes to relocate outside The Box DMCC, the Applicant will be required to apply to DMCCA in accordance with the applicable DMCCA procedures as may be in force from time to time. Such Applicant will also be liable for any and all applicable fees associated with such relocation as well as all fees applicable in respect of the renewal of its Business License at standard rates and in full.
- 3.10 The DMCC E-Commerce Packages are made at DMCCA's sole discretion and may be withdrawn or amended by DMCCA at any time as it deems fit. To the extent permitted by Law, DMCCA accepts no liability to any Applicant or any other third party in connection with the DMCC E-Commerce Packages or these Terms and Conditions.
- 3.11 In the event of a breach by the Applicant of any Laws or DMCCA regulations, DMCCA reserves the right to hold void, restrict, cancel or suspend the Applicant's Business License as deems appropriate.

#### **4. Miscellaneous**

- 4.1 Whether or not a DMCC E-Commerce Packages have been successfully availed, the Applicant shall indemnify the 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 DMCCA, nor the DMCC Free Zone or any affiliate, officer, director, employee, attorney, or agent of DMCCA and/or the DMCC Free Zone 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 package.

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

- 5.1 These Terms and Conditions and the DMCC E-Commerce Packages 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 DMCC E-Commerce Packages will be subject to the exclusive jurisdiction of the Dubai International Financial Centre courts.

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## APPENDIX 1 – DMCC E-Commerce Activities

The DMCC E-Commerce Packages shall not be available to the following activities:

- Medicines
- Food Items
- Pet Food
- Perishables
- Flammable Items
- Items that emit fumes, odors
- Combustible liquids and items
- Birds, fish and live animals