

TERMS & CONDITIONS FOR DMCCA LUXURY INNOVATION CENTRE MEMBERSHIP

1. Definitions

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

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 Almas Tower, in the DMCC Free Zone, where the Centre is located;

Centre means the DMCC Luxury Innovation Centre at Almas Tower, where the DLIC Membership Services are provided;

Customer means "you";

Dispute has the meaning given in clause 8.3;

DLIC Membership means membership of the DMCC Luxury Innovation Centre, in accordance with these T&Cs;

DLIC Membership Services means the services advertised on DMCCA's website for the package which the Customer purchases;

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

DMCC Free Zone means the free zone operated by DMCCA;

Effective Date means the date on which these T&Cs are accepted on the Portal;

Fee means the fee calculated on the basis of the period of subscription to DLIC Membership, being USD 100 per month for monthly membership and USD 1200 per year for annual membership, or as otherwise advertised on DMCCA's website;

Law means all national, state, local, and municipal legislation, regulations, directives, statutes, by-laws, approvals, and other laws and any other 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 thereto);

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 Al Thanyah Fifth, Dubai and situated between 5th and 5.5th Interchanges, Sheikh Zayed Road, Dubai, which includes all and any reductions and extensions from time to time;

Network Connectivity Services means internet communications access;

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

Portal means DMCCA's online portal;

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 the Master Community including but not limited to DMCCA, 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>;

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

Term means the period commencing on the Effective Date and terminating on the last day of the period of subscription by the Customer to DLIC Membership;

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. Provision of DLIC Membership Services

- 2.1 In consideration of the payment by the Customer of the Fee to DMCCA in cleared funds for the entire Term, and subject to the Customer conforming to and abiding by these T&Cs and all applicable Rules and Regulations, DMCCA will provide the DLIC Membership Services to the Customer during the Term.
- 2.2 The DLIC Membership Services may be availed on a non-exclusive basis between 8:00 am until 8:00 pm from Monday to Friday inclusive, other than on public holidays in Dubai. Where meeting rooms or other facilities are offered as part of the DLIC Membership Services, these must be booked in advance and are subject to availability.
- 2.3 DLIC Membership is offered to individuals only and not to companies, associations, or other groups. The DLIC Membership Services are personal to the Customer, the Customer may not assign or share them, and they shall not apply to any of the Customer's nominees, successors, or successors-in-title.
- 2.4 Any rights granted pursuant to these T&Cs do not constitute a tenancy right.
- 2.5 Possession and control of the Centre shall at all times remain vested in DMCCA, and the Customer shall not have any estate or interest in any part of it.
- 2.6 The Customer shall not at any time be entitled to use the Centre to the exclusion of DMCCA or any other party.
- 2.7 DMCCA and any other person authorized by DMCCA may enter the Centre or any part of it at any time and for any reason and to use it in common with the Customer.

3. Network Connectivity Services

- 3.1 Any provision by DMCCA to the Customer of Network Connectivity Services shall be subject to the following terms and conditions:
 - (a) DMCCA will 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, or DMCCA, or any Law;

- (c) DMCCA may withhold internet access to the Customer and/or terminate the Customer's DLIC Membership with immediate effect if there is any infringement or illegal 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) DMCCA shall not be liable for any loss caused as a result of the Customer's use of DMCCA's 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.
- 4. General Customer Obligations**
- 4.1 The Customer shall notify DMCCA immediately of any damage caused by the Customer or the Customer's invitees to the Centre or the Building or anything therein.
 - 4.2 The common areas of the Centre will only be used by the Customer or the Customer's invitees in such a way as to have regard for the rights and interests of other users and so as not to cause a nuisance to other users.
 - 4.3 The Customer shall not install any fixtures or fittings in the Centre or the Building.
 - 4.4 The Customer shall fully indemnify DMCCA against any expenses, costs, claims, damages, penalties or fees (including legal fees) incurred by DMCCA and its Affiliates in connection with the Customer's breach of these T&Cs, or any damage caused by the Customer or the Customer's invitees to the Centre or the Building, howsoever occasioned.
 - 4.5 The Customer shall at all times during the Term comply with the Law.
 - 4.6 The Customer shall not carry on any business which DMCCA or Relevant Authorities could construe as illegal, defamatory, immoral, or obscene, and will not use the DLIC Membership Services (whether directly or indirectly) for any such purpose.
 - 4.7 DMCCA reserves the right at any time to modify the Centre and to impose new or additional terms or conditions on the Customer's use of the DLIC Membership Services. The Customer will cooperate with any such changes.
- 5. Payment**
- 5.1 All payments due under these T&Cs must be made via the Portal.
 - 5.2 The Fee is payable in advance and is non-refundable.
 - 5.3 All sums payable under these T&Cs are exclusive of VAT unless stated otherwise, and the Customer shall bear the cost of any applicable VAT imposed from time to time.
- 6. Term and Termination**
- 6.1 These T&Cs will continue in force for the Term, and clauses 2.3, 4.4, this clause 6.1, 7, and 8, shall survive the expiration or termination of these T&Cs or the Customer's DLIC Membership.
 - 6.2 DMCCA may terminate the Customer's DLIC Membership immediately, without obligation to refund any part of the Fee, if the Customer breaches any of these T&Cs.
- 7. Notices**
- 7.1 All notices given in connection with these T&Cs and DLIC Membership shall be sent via the Portal, or, in the case of notices given to the Customer by DMCCA, may be sent to the Customer's email address as notified to DMCCA from time to time.
 - 7.2 This clause does not apply to the service of any proceedings or other documents in any legal action.
- 8. Miscellaneous**
- 8.1 DMCCA may assign or transfer any or all of its rights and obligations under these T&Cs to an Affiliate without the consent of the Customer.
 - 8.2 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.
 - 8.3 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 endeavors to settle the Dispute. If the Parties do not reach a resolution within 30 days, then the Dispute shall be finally settled by the courts of the Emirate of Dubai.