

## Dubai Mainland Coworking License Terms and Conditions

### 1. Commencement and Changes

- 1.1. These Dubai Mainland Coworking License Terms and Conditions come into force on the Effective Date and are to be referred to as these **Terms and Conditions**.
- 1.2. These Terms and Conditions may be amended or supplemented by Creative Zone from time to time.

### 2. Laws, Rules, Policies, Regulations, and Terms and Conditions

- 2.1. All Persons licensed by DED and Persons operating or otherwise having an interest or carrying out business of any kind in Dubai are subject to and shall comply with all laws, rules, policies and regulations promulgated by the UAE, Emirate of Dubai, and DED (**Applicable Laws**).
- 2.2. All Persons working, operating, and doing business within the Coworking Facility are deemed to acknowledge and consent to all Applicable Laws and these Terms and Conditions.
- 2.3. Ignorance is not a defense for non-compliance with Applicable Laws or these Terms and Conditions.

### 3. Definitions

In these Terms and Conditions, the following definitions shall apply:

**Activities** means any of the permitted activities by DED;

**Application** means the Dubai Mainland Coworking License Application submitted to Creative Zone;

**Business Days** means any calendar day except for Friday, Saturday, and any public holiday observed by the UAE and 25<sup>th</sup> of December;

**Business Hub** means CREATIVE ZONE Business Hub LLC incorporated in the Emirate of Dubai under license number 787763;

**Creative Zone** means **CREATIVE ZONE FZ LLC DUBAI BRANCH** incorporated in the **DEPARTMENT OF ECONOMIC DEVELOPMENT, DUBAI** under license number **646953**;

**Communications Hub** means OSQUARE COMMUNICATIONS HUB FZ LLC incorporated in Fujairah Creative City under license number 11970/2017;

**Company** means the Person who submitted an Application and subscribed for a Coworking Package;

**Competent Authority** means any UAE or Emirate of Dubai Governmental, Judicial, or Regulatory Authority;

**Coworking Facility** means the coworking facility maintained and operated by Business Hub at Suite 1702, Level 17, Boulevard Plaza Tower 1, Sheikh Mohammed Bin Rashid Boulevard, Downtown Dubai, UAE.;

**Coworking Package** means the Coworking Package subscribed to by the Company in the Application;

**Coworking Services** means the products and services included in the Coworking Package, subject to any usage rights and restrictions set out in the Application and in these Terms and Conditions;

**DED** means The Department of Economic Development of Dubai, UAE;

**Effective Date** means the Effective Date in the Application;

**License** means a license issued by DED permitting the Person holding such license to carry on business pursuant to DED business regulations;

**Person** means a natural person, legal person, any association or partnership and the person's legal representative, successors and lawful assigns; and

**Representatives** means all Company investors, directors, managers, employees, visitors, consultants, advisors, and/or affiliated members using the Coworking Facility, including to undertake Activities;

**UAE** means the United Arab Emirates.

#### **4. Coworking Services**

- 4.1. Creative Zone shall provide the Company with the Coworking Services.
  - 4.1.1. Subject to the Company providing all information and documentation reasonably required by Creative Zone, as required in its provision of the Coworking Services, Creative Zone will (a) assist the Company in applying for and obtaining (and renewing, as applicable) a License; and (b) facilitate payments to Competent Authorities and other service providers on behalf of the Company.
  - 4.1.2. The Company agrees and acknowledges that the provision of the Coworking Services by Creative Zone does not guarantee the issuance of a License, which such issuance is at DED's absolute discretion.
- 4.2. The Company is not permitted to share or sub-lease any usage right under its Coworking Package without Creative Zone's prior written approval. Creative Zone reserves the right to reject any application to share usage of a Coworking Package.

#### **5. Company's Responsibilities and Restrictions of Use**

- 5.1. The Company shall access and use the Coworking Facility solely in accordance with its Coworking Package. The Company acknowledges that the Coworking Facility and related services is provided by Business Hub.
  - 5.1.1. Any usage of the Coworking Facility must be booked in advance by the Company and is subject to availability. Bookings may only be cancelled on at least twenty-four (24) hours' notice. Any cancellation of a booking with less than twenty-four (24) hours' notice shall incur 100% usage and/or charges.
  - 5.1.2. The Company shall be solely responsible for the actions and belongings of its Representatives.
  - 5.1.3. The Company acknowledges that:
    - 5.1.3.1. Dedicated phone number, call forwarding, printing, photocopying, snack and beverage station, meeting rooms, and/or additional coworking space will incur additional charges.
    - 5.1.3.2. Meeting rooms and coworking space must be booked in one (1) hour slots and no partial bookings will be accepted.
    - 5.1.3.3. Coworking space shall be reserved on a person basis.
    - 5.1.3.4. Unused coworking space time cannot be rolled over to the following month.
    - 5.1.3.5. Children are not permitted within the Coworking Facility.
    - 5.1.3.6. The working hours of the Coworking Facility are Sundays to Thursdays from 8:30 am to 5:30 pm during Business Days. Ramadan working hours are Sundays to Thursdays from 9:00 am to 3:00 pm.
    - 5.1.3.7. All regular mail and parcels shall be kept for sixty (60) calendar days and thereafter will be discarded if remain uncollected.
    - 5.1.3.8. The Company and Representatives must settle in advance any mail and parcel-related charges prior to collection from the Coworking Facility.
    - 5.1.3.9. Creative Zone reserves the right to take possession of, and/or destroy, any abandoned belongings.
- 5.2. The Company acknowledges that the Coworking Services which are telephone-related services are provided on behalf of Creative Zone by Communications Hub and that:
  - 5.2.1. Call forwarding is available only to telephone numbers issued within the UAE.
  - 5.2.2. Call forwarding to mobile numbers will incur charges of standard Etisalat rates plus a 10% handling fee. A deposit of AED 250 is required to activate call forwarding to mobile numbers.
  - 5.2.3. A fee of AED 350 is applicable for reconnection of services if suspended.
  - 5.2.4. Included in the Coworking Package, the Company will receive a dedicated and unique UAE landline number and up to twenty-five (25) incoming calls per day. A fee of AED 5 shall be charged for each call that is in excess of the daily limit.
  - 5.2.5. All correspondence from Communications Hub will be sent via email to the Manager's email address provided in the Application.
- 5.3. The Company must:

- 5.3.1. on a monthly basis, provide a proof of payment of salary for all their employees through the Wages Protection System in the UAE; and
- 5.3.2. obtain all necessary approvals from relevant Competent Authorities where and when required.
- 5.4. The Company and its Representatives must not:
  - 5.4.1. litter and must maintain the cleanliness of the Coworking Facility and ensure that all fixtures, fittings, equipment and facilities are kept in good condition;
  - 5.4.2. keep personal belongings in the Coworking Facility whilst there are no Representatives present;
  - 5.4.3. install any permanent fixtures in the Coworking Facility;
  - 5.4.4. remove any furnishings or equipment from the Coworking Facility;
  - 5.4.5. smoke or consume alcohol at the Coworking Facility.
  - 5.4.6. use the Coworking Facility for retail trading, display, assembly or packaging of any product or storage of any materials (goods, samples, files, folders, personal items) unless agreed in writing by Creative Zone;
  - 5.4.7. use the Coworking Facility for any public or political meeting, public exhibition or public entertainment, show or spectacle or for similar without obtaining permission from the Competent Authority;
  - 5.4.8. use the Coworking Facility for residential purposes or allow any Representative or other person to sleep in the Coworking Facility;
  - 5.4.9. display any signboards, stickers, paintings, posters, drawings or other advertising in the Coworking Facility;
  - 5.4.10. bring into the Coworking Facility any combustible, explosive or dangerous substances, or any animals or pets of any kind;
  - 5.4.11. do anything which will or might otherwise vitiate in whole or in part any insurance effected by Creative Zone in respect of the Coworking Facility from time to time; or
  - 5.4.12. perform any illegal, defamatory, immoral, or obscene activities or any activities in violation of Applicable Law or these Terms and Conditions.
- 5.5. The Company may not, and may not permit its Representatives to, carry out any activities that compete with the business of Coworking Facility.

## **6. Physical Address and Activities within the Coworking Facility**

- 6.1. The Company and its Representatives shall have a physical address:
  - 6.1.1. that is located within the Coworking Facility;
  - 6.1.2. at which documents and notices can be delivered and signed for;
  - 6.1.3. that is registered with the DED; and
  - 6.1.4. satisfies all documentation and financial requirements of the Coworking Facility.
- 6.2. The Company shall provide written notice of any change to the physical address of a Company or any of its Representatives to Creative Zone prior to such change where reasonably practicable and, in any event, no later than ten (10) Business Days after such change has taken place.
- 6.3. The Company and its Representatives shall conduct all or a substantial part of their Activities from their physical address within the Coworking Facility.

## **7. Fees and Refunds**

- 7.1. Fees and all other charges for the Coworking Services and other services provided by Creative Zone will be as specified in the Application and in these Terms and Conditions.
- 7.2. The Company shall make all payments in advance, except where post-dated cheques or another form of guarantee to the entirety of the fees is received and approved.
- 7.3. The Company agrees that any fees, charges, and disbursements are not refundable or transferable.
- 7.4. Creative Zone reserves the right to suspend all services to the Company if there are any outstanding amounts owed by the Company.
- 7.5. The Company shall settle all amounts owed to Creative Zone without any setoff or deduction and free and clear of all taxes and in a manner so that Creative Zone shall receive full value in cleared funds.

- 7.6. Creative Zone may pursue legal action if post-dated cheques are not cleared by due date.
- 7.7. The Company will be liable to pay a penalty of ten percent (10%) per month of the outstanding amount for any late payment.
- 7.8. The Company will be liable for an administrative fee of AED 250 in an event of a returned cheque.
- 7.9. Creative Zone reserves the right to reject any refund application, including any refund application for Competent Authority Fees collected, any refund application where the Company has failed to provide required information or documentation, and any refund application where DED does not issue or renew a License.

## **8. Additional Fees, Charges, and Levies**

- 8.1. Notwithstanding Applicable Laws, these Terms and Conditions, and/or individual payment obligations, the Company and its Representatives acknowledge that they may also be subject to and liable for additional fees, charges, and levies from Competent Authorities or other bodies.
- 8.2. Creative Zone reserves the right, if required, to review and amend any additional fees that in its sole discretion it deems appropriate.
- 8.3. The Company shall be liable for penalties if it is found to be in violation of these Terms and Conditions.

## **9. Term and Termination**

- 9.1. The Company's subscription to the Coworking Package shall be for a twelve (12) month period commencing on the Effective Date.
- 9.2. The Coworking Package will auto-renew for additional twelve (12) month periods, unless a written notice is provided by the Company to Creative Zone at least two (2) months before the renewal date.
- 9.3. Creative Zone may immediately terminate the Company's subscription to the Coworking Package by providing written notice to the Company if the Company has breached any material terms of these Terms and Conditions or is otherwise in material breach of these Terms and Conditions.
- 9.4. Upon termination, the Company must immediately settle all outstanding matters relating to the terminated Coworking Package (including but not limited to payment of all outstanding fees, charges, and levies) regardless of who the termination process was initiated by.
- 9.5. If the Company wishes its License to continue after termination of its Coworking Package, then it shall satisfy the requirements set out by DED and Creative Zone shall have no liability or responsibility with respect to the Company's continuation of (or failure to continue) its License.

## **10. Liability**

- 10.1. Creative Zone (including its agents and employees) shall have no liability whatsoever, whether to the Company or any of its Representatives, affiliates, directors, officers, employees, agents, or representatives or to any third party, relating to the Company or its operations, the Coworking Services, or the Coworking Facility. Creative Zone makes no representations or warranties whatsoever, whether express or implied, relating to the Coworking Services or the Coworking Facility.
- 10.2. Without limiting the foregoing, Creative Zone shall not be liable for:
  - 10.2.1. any loss or damage to any Person's belongings for any reason whatsoever (including theft or natural calamity)
  - 10.2.2. any delays, or rejections, of application from Competent Authority;
  - 10.2.3. any act, default, or omission on part of a Creative Zone representative including without limitation any breach of any restraint of any laws;
  - 10.2.4. any loss of profits, business, revenue, damage to brand or reputation, and any indirect or consequential loss or damage in respect of any act, omission, neglect, delay, or default by any Creative Zone's staff and/or agents, whether in contract or in tort;
  - 10.2.5. any changes that are imposed by third-party providers and or Competent Authorities to the costs, documentary requirements, restrictions, or timelines;

- 10.2.6. any loss of data or losses incurred as a result of hacking, viruses or other security issues arising from use of the wireless internet at the Coworking Facility;
  - 10.2.7. any temporary interruption of services during periods of inspection and/or repair; or
  - 10.2.8. any temporary breakdown of or defect in any services or equipment.
- 10.3. The combined total amount of Creative Zone's and Communication Hub's liability is limited to the amount of fees actually paid by the Company to Creative Zone in the preceding twelve (12) month period.
- 10.4. The Company shall bear all liability for any harm, loss, and damage affecting the Coworking Facility or any person in the Coworking Facility arising as a result of its Representatives' misuse of equipment, negligence, or failure to comply with the safety and security procedures of the Coworking Facility. In addition, the Company shall indemnify Creative Zone and its affiliates, directors, officers, employees, agents, and representatives against all liabilities, costs, expenses, damages, and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation, and all interest, penalties and legal and other professional costs and expenses) suffered as a result of any breach of the terms of these Terms and Conditions by the Company, its Representatives, affiliates, directors, officers, employees, agents, and representatives.

## **11. Anti -Money Laundering**

- 11.1. The Company will adhere to (a) the UAE Federal Law No (4) of 2002 and any of its updates and amendments; and (b) the UAE Federal Law No (1) of 2004 and any of its updates and amendments.

## **12. Intellectual Property**

- 12.1. Creative Zone reserves all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Coworking Services. Creative Zone reserves the right to take appropriate action to restrain or prevent the infringement of such intellectual property rights.

## **13. Miscellaneous**

- 13.1. The Company and its Representatives shall supply accurate, current, and authenticated information pertaining to the Company and its Representatives. The Company will be responsible for any false and misrepresented information provided.
- 13.2. If any provision of these Terms and Conditions is finally resolved by a competent judicial body (having jurisdiction in respect thereto) to be invalid, unenforceable, or illegal, the other provisions of these Terms and Conditions shall remain in full force.
- 13.3. Communications between Creative Zone and the Company, and information and documents to be provided under these Terms and Conditions, shall be provided in either Arabic and English or English.
- 13.4. Creative Zone reserves the right to file an absconding case against the Company and its Representatives if any License and/or UAE residence visas are expired.
- 13.5. Creative Zone reserves the right to sub-contract or appoint agents, including and not limited to Business Hub and Communications Hub, to provide services, packages, or collect fees on its behalf.

## **14. Jurisdiction**

- 14.1. These Terms and Conditions shall be governed by and construed in accordance with the federal laws of the United Arab Emirates as applicable in the Emirate of Dubai.
- 14.2. Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding their existence, validity or termination, shall be subject to the exclusive jurisdiction of the courts of the Dubai International Financial Centre (DIFC). For disputes under 1,000,000 AED in value, the parties agree to exclusively hear the matter in the Small Claims Tribunal at the DIFC courts.