

## GENERAL TERMS AND CONDITIONS FOR CUSTOMERS

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## 1. BACKGROUND

- 1.1 General Conditions govern the relationship between urBIZassist and a natural or legal person (the "Customer") using any services offered by urBIZassist.
- 1.2 Definitions of capitalized terms used in these General Conditions are set out in the **GLOSSARY**, which applies to all documentation, agreements, or urBIZassist website unless otherwise indicated.
- 1.3 These General Conditions are integral to urBIZassist's agreement to provide services to the Customer and apply to all services, unless expressly excluded.
- 1.4 The legal and contractual relationship between urBIZassist and the Customer is governed by these General Conditions, any urBIZassist guidelines, and any other specified agreement or document. If there is any conflict between these General Conditions and any Specific Conditions, the Specific Conditions will prevail for the particular service.
- 1.5 You are not relying on any representation, statement, or other information provided by urBIZassist as legal, regulatory, tax, business or any other advice. We advise you to obtain, where appropriate, independent legal, regulatory, tax, business and accounting advice.
- 1.6 By using urBIZassist services, the Customer agrees to be bound by these General Conditions and any applicable Specific Conditions.

## 2. MEMBERSHIP

- 2.1 To become a member of urBIZassist Service, you must complete the required customer forms, have access to the Internet, and provide a valid Payment Method. Your membership will continue until you cancel it before your next billing date. By not cancelling, you authorize us to charge you for the next billing cycle.
- 2.2 We offer various membership plans, including potential offering by third-party providers. We are not responsible for any third-party products or services. Different membership plans may have varying terms and limitations, which we will disclose during the sign-up process or in other communications.
- 2.3 From time to time, membership may be offered on a trial basis. You must complete the required customer forms and will still be subject to urBIZassist General Terms and Conditions.

## 3. PROMOTIONAL OFFERS

- 3.1 From time to time, urBIZassist may offer special promotional plans or memberships ("Offers"). Whether or not you are eligible for an Offer is determined solely by urBIZassist, and we reserve the right to revoke an Offer and put your account on hold if we determine that you are not eligible.
- 3.2 If you currently have or recently had a urBIZassist membership, you may not be eligible for certain introductory Offers. We may use various criteria to determine your eligibility, such as your areas of interests, method of payment, or the email address associated with your account. We will provide information about the eligibility requirements, limitations, and other conditions for each Offer when you sign up for it, or in other communications made available to you.

#### **4. BILLING AND CANCELLATION**

- 4.1 The membership fee Service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged to your Payment Method on the specific payment date.
- 4.2 The billing cycle for your subscription will depend on the type of plan you have chosen. If your Payment Method has not been successfully charged on the specified payment date, your payment date may change.
- 4.3 You can cancel your urBIZassist membership at any time, subject to the terms of your specific membership plan. If you cancel, you will retain access to the urBIZassist Service until the end of your billing period. Please note that payments are non-refundable, and we do not provide credits or refunds for partially used billing periods or unused content.
- 4.4 To cancel your membership, simply go to urBIZassist website and follow the cancellation instructions provided. Your account will be closed automatically at the end of your current billing period. To check when your account will be closed, please refer to your billing details".

#### **5. PAYMENT METHODS**

- 5.1 To use urBIZassist Service you must provide one or more Payment Methods. You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee.
- 5.2 You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method.

5.3 For some Payment Methods, the issuer may charge Customer certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Local tax charges may vary depending on the Payment Method used and jurisdictions.

## **6. UPDATING YOUR PAYMENT METHODS**

6.1 You can easily update your Payment Methods by going to urBIZassist website. In addition, we may update your Payment Methods using the information provided by our payment service providers. By continuing to use urBIZassist Services, you authorize us to charge the applicable Payment Method.

## **7. CURRENCY AND METHOD OF PAYMENT**

7.1 The currency is determined by urBIZassist at the time of opening the Account. All payments shall be in US\$ equivalent of local currency. urBIZassist may permit a transaction held by the Customer in a currency other than the currency of that Account, under urBIZassist approval.

7.2 All foreign currency exchange rates shall be at urBIZassist's exchange rates prevailing at the time the relevant foreign currency transaction is affected by urBIZassist.

## **8. FEES AND COSTS**

8.1 The Customer agrees to pay all applicable costs as per urBIZassist pricing plans listed on urBIZassist's website and in connection with the provision of Service. Details of such costs, charges and expenses are set out in the urBIZassist's website or otherwise upon request.

8.2 urBIZassist may in its sole and absolute discretion, by notice to the Customer, amend any pricing plan at any time. When due, the Customer authorises urBIZassist to debit the Customer's credit card with the amount of any applicable fees, set out in urBIZassist's website. All amounts paid to urBIZassist are non-refundable and may not be applied as credit against any other amounts due to urBIZassist. In the event that the Customer disputes any charges on their credit card statement, the Customer must contact urBIZassist within 30 days of the date of the statement or the charges will be deemed accurate and undisputed.

## **9. CHANGES TO THE PRICE AND SUBSCRIPTION PLANS**

9.1 urBIZassist may change subscription plans and the price of Service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you. If you do not

wish to accept the price change or change to your subscription plan, you can cancel your subscription before the change takes effect.

## **10. URBIZASSIST SERVICE**

10.1 The Service and any content accessed through the Service are for your personal and commercial use but may not be shared with individuals, Companies, not otherwise allowed by your subscription plan. During your Membership we grant you a limited, non-exclusive, non-transferable right to access urBIZassist service and content. Except for this right, no other right, title, or interest is transferred to you.

10.2 The number of devices on which you may simultaneously access urBIZassist services depends on your subscription plan. Our services, including the resource content library and support network, are regularly updated, and we may test various aspects of our service, including our websites, user interfaces, and promotional features. Some limitations may apply, including restrictions on the number of downloads per account, the maximum number of devices that can be used, the time period during which content will remain accessible, and other factors.

## **11. REPRESENTATIONS AND WARRANTIES**

11.1 By using urBIZassist Service, you represent and warrant to us that:

- (a) If you are a legal entity, you are duly organized and in good standing in every jurisdiction where you are required to be.
- (b) Your obligations under these General Conditions and any Specific Conditions are your legal, valid, and binding obligations. The performance of these obligations and the provision of any services do not violate or breach any applicable law, contract, or other requirement to which you are subject.
- (c) You have obtained any necessary consent, authorization, or instruction required in connection with these General Conditions.
- (d) All information provided to us by you or on your behalf is, as of the date provided, true, accurate, and complete in every material respect.
- (e) You have carefully reviewed and understand all information provided by us, as well as the terms, conditions, and risks associated with any Service provided by urBIZassist
- (f) You are not relying on any representation, statement, or other information provided by urBIZassist as legal, regulatory, tax, business or any other advice. We advise you to obtain, where appropriate, independent legal, regulatory, tax, business and accounting advice.
- (g) You are acting on your own behalf and not on behalf of any third party.

You agree to notify us immediately if any of the representations and warranties become untrue or inaccurate.

## **12. GENERAL CONDITIONS**

- 12.1 The Customer must comply with certain obligations, as required by urBIZassist from time to time. The Customer shall provide urBIZassist with all necessary forms, documents, and evidence related to joining the platform, as requested by urBIZassist. If urBIZassist refuses a Customer's application, and where permitted by applicable law, urBIZassist will provide its reasons for refusal.
- 12.2 The Customer must promptly inform urBIZassist of any changes to the information provided during registration or any other identification or due diligence documentation previously submitted to urBIZassist, including changes to the Customer's name, identification documents, address, telephone numbers, and the powers of any authorized signatories. The Customer must provide urBIZassist with any additional forms, documents, or evidence related to such changes as requested by urBIZassist, in form and substance satisfactory to urBIZassist. Any changes will only be effective once urBIZassist has received and accepted them.
- 12.3 The Customer agrees not to: (a) archive, reproduce, distribute, modify, display, perform, publish, license, offer for sale, or use any content and information obtained from the urBIZassist service; (b) circumvent, remove, alter, deactivate, degrade, block, obscure or thwart any of the content protections or other elements of the urBIZassist service, including the graphical user interface, copyright notices, and trademarks; (c) use any robot, spider, scraper or other automated means to access the urBIZassist service; (d) insert any code or product or manipulate the content of the urBIZassist service in any way; (e) use any data mining, data gathering or extraction method; or (f) upload, post, email or otherwise send or transmit any material designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment associated with the urBIZassist Service, including any software viruses or any other computer code, files or programs.

## **13. LOGIN INFORMATION AND SECURITY CODES**

- 13.1 The Customer must keep all login credentials and security codes confidential and not disclose or make them available to any third party. The Customer must take reasonable measures to prevent any unauthorized use of their account or breach of security.
- 13.2 The Customer is responsible for any activity that occurs through urBIZassist account. To maintain control over the account and prevent unauthorized access, the Customer should keep control over the devices used to access the Service and not reveal their login credentials or Payment Method details to anyone.

13.3 The Customer agrees to provide and maintain accurate information for the account, including a valid email address for account-related notices. urBIZassist reserves the right to terminate or place the account on hold to protect the Customer, urBIZassist, or their partners from identity theft or fraudulent activity.

## **14. COMMUNICATION AND DELIVERY**

14.1 Unless otherwise agreed, any communication to be made or delivered in connection with any Service shall be made in writing. UrBIZassist is entitled to deliver such communication in any format it deems appropriate. Without prejudice to the generality of the above, any communication may be delivered electronically (including through electronic mail), unless urBIZassist has prescribed a particular mode of delivery for a particular Service, in which case, such communication shall not be validly sent or received unless the method of delivery prescribed by urBIZassist has been followed. Any communication delivered in electronic form shall constitute delivery of such communication “in writing” or in “written” form for the purposes of these General Conditions, any Specific Conditions and any applicable laws and shall have the same legal effect as if such communication were delivered in paper form, signed by the Customer or urBIZassist (as applicable).

14.2 It is the Customer’s responsibility to check all communications sent by urBIZassist and to keep such communication secure. UrBIZassist provides no assurance that electronic communication is secure or error free and the Customer agrees that any communication transmitted electronically can be intercepted, lost, delayed or be virus infected.

14.3 It is the Customer’s responsibility to provide urBIZassist at all times with an up-to-date contact information and electronic mail address and to notify urBIZassist of any change of contact information previously provided to the urBIZassist.

## **15. CONFIDENTIAL INFORMATION.**

15.1 The Customer consents to urBIZassist disclosing all such Confidential Information, on a confidential basis: (a) to any member of urBIZassist; (b) to any Delegate to the extent necessary to enable urBIZassist to provide Services to the Customer, directly or indirectly; (c) to any professional adviser of urBIZassist; (d) to any regulatory body (whether local or global), where urBIZassist is required to disclose such Confidential Information; (e) as required by any applicable law; (f) as required by any court, tribunal, regulatory, supervisory, tax, sanctions, governmental or quasi-governmental authority, (g) as may be required in order to preserve or enforce any of the urBIZassist’s rights or remedies against the Customer; or (h) as otherwise specified in these General Conditions or in any specific conditions. The



meaning of "Confidential Information" is further described in the **GLOSSARY**.

## **16. PERSONAL DATA PROTECTION**

16.1 UrBIZassist is committed to providing a high level of protection regarding the processing of the Customer's Personal Data in compliance with applicable data protection laws and regulations. UrBIZassist may collect, use, store, disclose or otherwise process the Customer's Personal Data for the following purposes: (a) processing applications for Services, including assessing the Customer's suitability and performing necessary checks; (b) providing Services such as receiving payments, monitoring and improving urBIZassist's website and its content; establishing and managing urBIZassist relationships, conducting market research and surveys with the aim of improving the products and services offered by urBIZassist, marketing and promotion (including direct marketing), remaining competitive as well as developing and improving urBIZassist products and services.

16.2 The Personal Data requested by urBIZassist is necessary to perform the Services. If it is not provided, urBIZassist may be unable to comply with its obligations or provide the Customer with the Services.

16.3 The Customer's Personal Data processed by the UrBIZassist is kept in a form which permits the Customer's identification for no longer than is necessary for the purposes for which the Personal Data is processed in accordance with legal, regulatory and statutory obligations.

## **17. COMPLIANCE**

17.1 The Customer acknowledges and agrees that urBIZassist is subject to legal and regulatory requirements in relation to the provision of Services. Nothing in these General Conditions or any specific conditions will oblige urBIZassist to do, or refrain from doing, anything that might, in urBIZassist's opinion, amount to a breach of any: (a) law; (b) order of any competent court or other authority having jurisdiction over urBIZassist.

17.2 The Customer confirms that it complies with, and undertakes to continue to comply with, all legal and regulatory obligations to which it is subject.

17.3 The Customer agrees that urBIZassist may take action it considers appropriate to meet any obligations, either in the UAE or elsewhere in the world.

## **18. CONFLICTS**

18.1 The provision of Services by urBIZassist under these General Conditions or any Specific Conditions is not to be deemed exclusive. urBIZassist may,

without further notification to the Customer, provide Services or carry out transactions with or for the Customer: (a) in which urBIZassist has a direct or indirect interest; (b) in circumstances where urBIZassist has a relationship with another party which does or may create a conflict with a duty that urBIZassist may owe to the Customer; (c) involving the provision of services to other customers which are similar to or compete with the Services provided to the Customer; (d) involving the use of any information obtained from the Customer or in connection with the provision of Services to the Customer; (e) which involve urBIZassist acting as mentor, specialist, or otherwise providing services to a customer; or (f) in which urBIZassist earns profits from any of the activities listed above.

## **19. WARRANTIES AND LIMITATIONS ON LIABILITY**

19.1 urBIZassist Service is provided "as is" and without any warranties or conditions. In particular, the service may not be uninterrupted or error-free, by its' nature of operation. You waive all special, indirect and consequential damages against urBIZassist.

19.2 These terms will not limit any non-waivable warranties or consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

## **20. GOVERNING LAW AND JURISDICTION**

20.1 These General Conditions shall be governed by and construed in accordance with the laws of the Dubai International Financial Centre ("**DIFC**") and the parties agree to submit to the exclusive jurisdiction of the courts of the DIFC for any disputes arising out of or in connection with this Agreement.

## **21. REMEDIES**

21.1 The Parties acknowledge that the unauthorized use or disclosure of Confidential Information may cause irreparable harm to urBIZassist. Therefore, the Parties agree that in addition to any other legal remedies that may be available, urBIZassist shall be entitled to seek injunctive relief to prevent any unauthorized use or disclosure of Confidential Information.

## **22. THIRD PARTIES**

22.1 This Agreement shall not create any rights in favour of third parties, whether beneficiaries or otherwise, and no third party shall have any right to enforce any provision of this Agreement.

### **23. ASSIGNMENT**

23.1 Neither party shall be entitled to assign, transfer, or delegate any of its rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment, transfer, or delegation in violation of this clause shall be null and void.

### **24. ELECTRONIC SIGNATURES**

24.1 The Parties further agree to use electronic signatures for the execution of this Agreement and any related documents. To facilitate this process, the Parties may use a “click through function” on the urBIZassist website or such other platform implemented from time to time. The Parties agree that such mechanism will constitute a valid electronic signatures mechanism.

## GLOSSARY

**Service:** any product or other service offered by urBIZassist to the Customer at any time.

**Customer:** shall be construed so as to include the Customer's Authorised Signatories.

**Authorised Signatory:** any person authorised by the Customer (and approved by urBIZassist) to request a Service, give instructions or otherwise perform any of the obligations set out in these General Conditions, in each case, on behalf of the Customer.

**Offer:** special promotional offers, plans or memberships.

**Payment Method:** a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through a third-party financial services company.

**Affiliates:** refers to any entity that is directly or indirectly under common control with, controls, or is in the same group of entities as a party to this Agreement. This includes any subsidiary, parent company, or any other entity that shares common ownership or control with the party.

**Personal Data:** any information relating to an identified or identifiable natural person. For the purposes of this definition, an "identifiable natural person" is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, or to one or more factors specific to the biological, physical, biometric, genetic, economic, cultural or social identity of that natural person.

**Confidential Information:** shall mean all information relating to the Customer that is, as a matter of law or contract, confidential in nature. Notwithstanding anything to the contrary in any other document, Confidential Information shall not include:

- (a) Information that is publicly available at the time it is provided or subsequently becomes publicly available other than as a result of a breach of a duty of confidentiality;
- (b) Information that is disclosed by a party to this Agreement;
- (c) Information that is rightfully obtained on a non-confidential basis from a person other than the Customer, provided that the person is not known by urBIZassist to be bound by an obligation of confidentiality in relation to that information;
- (d) Information that is independently developed by urBIZassist.

Therefore, any information falling under these exclusions shall not be considered 'Confidential Information' for the purposes of these General Conditions and will not be subject to any duty of confidentiality..

The term 'Confidential Information' shall include any information, whether disclosed orally, in writing, or by any other means, that is proprietary, confidential, and/or constitutes a trade secret of urBIZassist. This includes, but is not limited to, documentation provided, templates, business plans, financial information, technical information, and any other information or material that urBIZassist designates as confidential.

**Specific Conditions:** refer to any additional terms and conditions that govern a particular service, which supplement these General Conditions. These terms may be outlined in various documents, including application forms, advertisements, notices, brochures, schedules, or other documents that urBIZassist may provide to the Customer.

**UAE:** The United Arab Emirates.

**Mentor / Specialist Agreement:** is a legal contract between a mentor / specialist and urBIZassist that outlines the terms and conditions of their professional relationship. It includes details such as the services to be provided, confidentiality and intellectual property rights.