

# HANDLR ZONE – TERMS AND CONDITIONS

## 1. Introduction & Scope

### 1.1 The Company

Handlr Zone is a trading name of Handlr Ventures Ltd, registered in England with company registration number 12786304. Our registered address is 82 Wandsworth Bridge Road, London, SW6 2TF.

### 1.2 Services Covered

We provide the following services (“Services”):

- Company Formation (including free zone setups in the UAE and related advisory)
- Visa Applications (including UAE residency visa facilitation)
- Business & Management Consulting (including, but not limited to, strategy and operations)
- Online Courses (covering a range of business- and management-related topics)

### 1.3 Business Use Only

These Services are offered solely to business customers. By accepting these Terms, you confirm you are engaging our Services for business purposes, not as an individual consumer.

### 1.4 Additional Terms and Schedules

Any additional service-specific policies or written agreements we provide form part of this Agreement. If you are using an IFZA-related service, the IFZA Terms at <https://handlrzone.com/ifza-terms> also apply and prevail in any direct conflict with these Terms.

## 2. Definitions

2.1 “**Agreement**” means this entire document, including schedules or amendments.

2.2 “**IFZA Terms**” refers to the terms and conditions of the International Free Zone Authority, available at <https://handlrzone.com/ifza-terms>, which apply whenever we facilitate an IFZA-related company setup or service.

2.3 “**Quote**” refers to any specific pricing or service proposal we provide. Your acceptance of the Quote signifies acceptance of these Terms.

2.4 “**Minimum Term**” is the initial 12-month period (unless stated otherwise in the Quote) for which you agree to receive and pay for the Services.

2.5 “**Renewal**” means any extension of a service beyond its initial term, subject to renewal fees and any updated terms we may issue.

2.6 “**Confidential Information**” means information disclosed by one Party to the other that is confidential in nature or would reasonably be understood as such.

### **3. No Legal or Regulated Financial Advice**

#### **3.1 General Disclaimer**

We do not provide legal advice, regulated financial advice, or financial planning services for any of our offerings (including, but not limited to, company formation, visa services, consulting, and online courses). Nothing we say or provide should be construed as such.

#### **3.2 Your Responsibility**

You agree that you have either obtained, or knowingly waived, separate legal or financial advice from qualified professionals before acting on any information or guidance you receive from us. You accept full responsibility for any decisions made or actions taken, and for any resulting outcomes.

### **4. General Obligations & Service Scope**

#### **4.1 Service Standard**

We will provide our Services with reasonable care and skill, in line with recognized commercial standards.

#### **4.2 Your Cooperation**

You are responsible for providing accurate information, adhering to payment obligations, and completing any tasks or requirements (such as supplying documents) on time. Delays or inaccuracies may result in additional costs, fines, or refusal by authorities.

#### **4.3 Compliance with UAE Laws**

You remain solely responsible for complying with all applicable local and international laws, including any UAE laws and regulations. This includes, but is not limited to, any requirements for UAE corporate tax registration, VAT registration, responding to official requests for information, and maintaining your residency visa status.

- The standard UAE residency visa typically requires the holder not to remain outside the UAE for more than six (6) consecutive months.
- An Investor or Partner visa may allow up to twelve (12) months' absence.
- UAE authorities may change these rules at any time. It is your responsibility to remain compliant.

### **5. Company Formation Services**

#### **5.1 Scope**

We assist in forming or registering companies in the UAE, which may include free zone setups (e.g., IFZA), obtaining trade licenses, and other official registrations. If your formation is under IFZA, you must also abide by the IFZA Terms which can be found at <https://handlrzone.com/ifza-terms/>.

#### **5.2 Price Lock**

Some Quotes may include a “locked” annual renewal rate for up to two additional years on the company license only. This locked rate is void if:

- External authorities raise mandatory fees, or

- You make any amendment to the license (e.g., license type, shareholder structure, visa entitlements, trade activities).

### **5.3 Office Requirements**

If your company license permits 4 or more visa sponsorship entitlements (even if you sponsor fewer visas), you must maintain a physical office in the free zone. Licenses with 1–3 visa entitlements may allow a virtual office if the free zone permits.

### **5.4 Assumptions for Company Formation**

Unless otherwise stated, the following assumptions apply to our Quotes for company formation:

- Maximum of 3 professional or commercial non-regulated activities (not mixed; excludes general trading or crypto/blockchain).
- Maximum of 3 shareholders.
- No shareholder is a citizen or national of Afghanistan, Algeria, Bangladesh, Ethiopia, Iran, Iraq, Israel, Kenya, Lebanon, Libya, Nigeria, Somalia, Sudan, Uganda or Yemen (other nationality restrictions may apply).
- No shareholder has an undisclosed criminal conviction or is currently subject to legal proceedings.
- You will provide all required documents by stated deadlines.
- Our fees do not include travel, accommodation, medical tests, additional tests, Emirates ID application fees, or any appeal fees that may arise.

### **5.5 No Guarantee of Approval**

We act solely as a facilitator; final approval is at the discretion of the free zone or government authorities.

### **5.6 Refunds & Cancellations**

Company formation fees are non-refundable once your application is submitted, unless specifically stated otherwise in your Quote.

- A 100% Money Back Guarantee (if explicitly stated in your Quote) applies only to Our part of the admin fees (excluding any fees paid to, or is intended for the Free Zone), and only if the application is rejected for reasons you fully disclosed to us before submission. It does not cover failure to disclose relevant information (e.g., restricted nationality, criminal history) or any additional services/fees like visas.

### **5.7 No Transfer of Renewals**

Under UAE and IFZA rules, you cannot transfer your license renewal directly to the free zone or another agency unless we have explicitly agreed in writing (e.g. if you chose a “direct-renewal” package before your initial application was made). Likewise you cannot switch from another agency, or from the free zone directly to us. This is completely outside of our control.

## **6. Visa Application Services**

### **6.1 Scope**

We facilitate UAE residency visa applications, including e-visa issuance and guidance on

subsequent medical checks, biometric appointments, and stamping, subject to government or free zone approval.

## **6.2 Visa Validity & Renewals**

Most UAE residency visas are valid for two (2) years. You are responsible for renewing at the prevailing rates. No price lock applies to visa fees.

## **6.3 Assumptions for Visa Applications**

Unless stated otherwise, the following assumptions apply to visa-related Quotes:

- E-visa is issued while the applicant is outside the UAE.
- No applicant is a citizen or national of Ethiopia, Iran, Iraq, Kenya, Lebanon, Nigeria, Sudan, or Yemen.
- No applicant has an undisclosed criminal conviction or is subject to legal proceedings.
- No applicant currently has (or has a history of) HIV or Tuberculosis (TB).
- The applicant must complete the residency visa process within 60 days of the e-visa issue date, including medical screening in the same emirate as the free zone.
- Travel, accommodation, medical fees, Emirates ID application fees, appeals, and related costs are not included in our service fees and remain payable by the applicant.

## **6.4 No Guarantee of Approval**

Final visa decisions lie with government or free zone authorities. We cannot guarantee acceptance or processing speed.

## **6.5 Process Timelines & Travel Restrictions**

You must not enter the UAE before the e-visa is issued. Once the e-visa is issued, you must print it, have it stamped on entry by immigration, and remain in the UAE until the visa process is completed. Exiting prematurely can lead to cancellation, fines, or additional fees. We recommend you allow at least 7–10 working days in the UAE to complete the required processes. In some cases, you may need to extend your stay at your own cost if additional time is required.

## **6.6 Medical Testing & Costs**

You will undergo required medical screening (e.g., TB x-ray, HIV blood test) and Emirates ID biometrics in the same emirate as your company license. These costs are not covered by our fees.

## **6.7 Refunds & Cancellations**

Visa fees are non-refundable once the application is submitted, regardless of the outcome.

# **7. Business & Management Consulting**

## **7.1 Scope**

We may advise you on strategy, operations, and related general business matters.

## **7.2 No Legal or Financial Advice**

As stated in Clause 3, our consulting does not include legal or regulated financial advice. You are responsible for seeking external professional advice where necessary.

## **7.3 Confidentiality & Ownership**

We treat all shared information with confidentiality under Clause 14. Any bespoke materials created for your specific project become your property once all fees are paid, though we retain the right to reuse generic templates or frameworks.

## **8. Online Courses**

### **8.1 Educational Purposes**

Our courses are provided “as is” for educational purposes. No guarantee of business performance or revenue is offered.

### **8.2 Access & Usage**

Any login credentials we issue are personal to you. You must not share them with third parties. All course materials remain our intellectual property or that of our licensors.

### **8.3 Course Withdrawals & No Refunds**

We may amend, remove, withdraw, or terminate any online course at any time, for any reason. No refunds will be provided for such course withdrawals, discontinuations, or modifications, unless explicitly stated otherwise at the time of purchase.

## **9. Payment Terms**

### **9.1 Invoices & Currency**

We invoice primarily in GBP, USD, or AED. The total amount must be paid in full upon acceptance of the Quote, unless otherwise stated in writing.

### **9.2 First-Year Company & Visa Fees**

You must pay first-year company setup and visa fees from your personal bank account. Future renewals should be paid from your UAE company bank account.

### **9.3 VAT**

Our Quotes typically exclude VAT. If VAT applies, it will be added to your invoices at the prevailing rate.

### **9.4 Bank Transfer Fees & Small Balances**

You are responsible for any transfer fees. We only credit the net amount received. If a small shortfall arises, you must cover it promptly (e.g., by card payment) so your invoice can be fully settled.

### **9.5 Card Payments**

We do not accept credit or debit cards for initial company formation or visa applications unless explicitly agreed. For other services, if card payments are allowed, a 4.9% processing fee may apply.

## **9.6 Late Payment & Interest**

All payments must be made by the invoice due date. If unpaid, we may suspend Services and charge interest at 5% above the Barclays Bank base rate, accruing daily until settled.

## **9.7 Non-Refundable Fees**

Except for any expressly stated 100% Money Back Guarantee (see Clause 5.6), fees are non-refundable once paid.

## **10. Renewals & Cancellations**

### **10.1 Automatic Renewals & Discounts**

Unless specified otherwise, Services (including company license renewals or consulting retainers) renew automatically at the end of the current term at either the locked rate (if applicable) or our prevailing rates. Any discounts offered in the first year do not automatically apply to subsequent renewals unless explicitly stated in writing.

### **10.2 Cancellation Notice**

You must provide at least six (8) weeks' written notice before the renewal date if you wish to cancel any renewable Service. You are responsible for any fees and fines you incur as a result until the license is cancelled. Cancellation of a company license and any visas, may take several months to complete for a non-complicated cancellation and longer for more complex cancellations.

### **10.3 Cancellation Fees**

Where relevant (e.g., company formation or visa Services), a cancellation fee may apply to cover administrative or government costs. Our minimum admin fee is £250 GBP per cancelled service/license/visa etc, plus any official fees we incur.

### **10.4 Consequences of Cancellation**

If you cancel before the Minimum Term ends, you may be liable for the remaining balance of that term. Cancelling essential Services such as a company license may lead to closure of your UAE company or other legal consequences.

## **11. Changes to External Fees**

11.1 If government or free zone authorities increase fees before your payment is finalised, we may amend your Quote accordingly.

11.2 If this increase occurs before we submit your application, you may cancel without penalty. Once we submit your application, cancellation fees per Clause 10.3 apply.

## **12. Liability & Indemnity**

### **12.1 Limited Liability**

To the fullest extent allowed by law, our liability for direct damages is limited to the fees you paid us in the 12 months preceding the claim or £10,000 (GBP), whichever is lower.

### **12.2 No Liability for Indirect or Consequential Loss**

We accept no liability for lost profits, business interruption, or any indirect, incidental, special, or consequential damages.

### **12.3 Indemnification**

You agree to indemnify and hold us harmless against any claims or damages arising from your breach of this Agreement, your negligence, or misuse of our Services.

## **13. Termination**

### **13.1 Termination by Us**

We may terminate this Agreement immediately if you fail to pay when due, breach any clause and fail to remedy within 14 days of notice, or if you provide false or misleading information.

### **13.2 Consequences of Termination**

All outstanding fees become immediately due. Any ongoing applications (company formation, visas) may be halted without refund. If we believe there is deliberate avoidance of payment, we may report you to UAE, UK or other authorities, potentially resulting in detention, fines, imprisonment, visa cancellation, freezing of bank accounts, or deportation, particularly in the UAE. You must abide by the requirements of any free zone rules, and any UAE legal requirements upon termination of your licenses and cancellation of any visas.

### **13.2 Requirements During Termination**

Any termination of any company formed under this agreement are liable to termination costs, and in all cases will require an official auditors report, among other documentation to be able to close the company. Any visas sponsored by the company are required to be cancelled. There will be additional charges relating to the closure or cancellation of any company or visas.

## **14. Confidentiality**

14.1 Both Parties shall treat all Confidential Information in strict confidence. This duty survives any termination or expiration of the Agreement.

14.2 We may disclose your information if legally required by relevant authorities, possibly without notifying you beforehand.

## **15. Data Protection**

15.1 We handle personal data in accordance with UAE data protection laws and GDPR. However, once data is shared with government agencies, we are not responsible for any misuse or breach by those agencies.

15.2 You consent to our collecting and processing data (including personal and sensitive information) within and outside the UK, EU and UAE as necessary to deliver the Services.

## **16. Force Majeure**

16.1 Neither Party is liable for failing to perform obligations due to events beyond their reasonable control (e.g., natural disasters, war, government action).

## **17. Assignment & Subcontracting**

17.1 We may assign, transfer, or subcontract our rights and obligations under this Agreement at our discretion.

17.2 You may not assign or transfer your rights or obligations without our prior written consent.

## **18. Entire Agreement**

18.1 This Agreement supersedes all previous agreements or discussions regarding its subject matter. Any modifications must be in writing and signed by both Parties.

## **19. Severability**

19.1 If any provision is deemed unenforceable, the remaining provisions remain in full force.

## **20. Governing Law & Dispute Resolution**

20.1 This Agreement is governed by the laws of the United Kingdom and the United Arab Emirates. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales, or at Our sole discretion, the courts of the United Arab Emirates, unless we elect arbitration under Clause 20.2.

### **20.2 Arbitration at Our Discretion**

If a dispute arises and we prefer arbitration, we may propose it under the rules of an internationally recognized arbitration centre in the UK, or at Our sole discretion, the United Arab Emirates. This does not prevent us from using court proceedings if we choose not to arbitrate, nor can you force arbitration if we do not agree.

## **21. Notices**

21.1 All notices must be given in writing (e.g., by email) to the addresses specified by the Parties. Notices are deemed received on actual receipt or after two (2) UAE business days, whichever is earlier.

## **22. No Third-Party Rights**

22.1 This Agreement grants no rights to persons who are not a Party to it.

## **23. Amendments & Updates**

23.1 We may amend these Terms by giving 30 days' written notice. If you do not accept an amendment, you may terminate the Services within that 30-day window, subject to any Minimum Term or non-transferable service constraints.

23.2 If you do not terminate within the 30-day notice period, the updated Terms take effect automatically.

## **24. Anti-Money Laundering & KYC Checks**

24.1 You agree to cooperate with us in meeting any anti-money laundering (AML) or "Know Your Customer" (KYC) requirements, including the timely provision of documents or information we request.

24.2 We reserve the right to suspend or terminate Services if you fail to provide the requested documentation or if we suspect any AML/KYC violations. In such cases, no refunds will be provided.

## **25. Bank Account Disclaimer**

25.1 Some free zones or business activities may require you to open a UAE bank account. We can advise or assist in this process; however, the decision to open or refuse your account rests solely with the bank.

25.2 We cannot guarantee bank approvals or specific timelines. Any fees charged by the bank or third parties are your responsibility and are not included in our Services unless explicitly stated otherwise.

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**End of Terms and Conditions**

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