TERMS AND CONDITIONS: USAGE OF FLEXI FACILITY PACKAGE

These Terms and Conditions shall govern the usage of the Flexi Facility Package and the provision of the Services, as identified below and shall be considered as an undertaking by the Client to be compliant at all times during the Term as below defined.

For purposes of these Terms and Conditions, **"RAKIA"** means RAK Investment Authority, **"Flexi Facility"** refers to any of the following packages, Flexi Desk – Start –Up Business, Flexi Desk – Micro Business or Flexi Office – Small Business; **"Services"** means those services enumerated and categorized in Clause 4 hereof, and **"License"** means consultancy, commercial or trading license issued by RAKIA.

1. Type of Flexi Facility: *[Start Up Business]*: Located at 12th Floor, Tower 1, RAKIA Amenity Centre, Ras Al Khaimah, United Arab Emirates.

2. Duration: The term shall commence on date of issuance of the Client's License and shall be automatically terminated at date of expiry of the Client's License (the "**Term**"). The usage of the Flexi Facility may be renewed upon the expiry of the Term (with seven (7) calendar days grace period) provided the Client's License is renewed.

3. Fee: The fee for the Term shall be payable in advance. The Fee shall not be refunded nor be transferred to third person in the event of termination of the Flexi Facility usage or Client's License prior to the end of the Term for whatever reasons.

Aside from the Flexi Facility rent, the Fee includes fees/costs for registration, license, administration and Client's Memorandum of Association but excludes any charges related to residence visa, establishment card and any related services which the Client may apply for as per requirements.

4. Services: During the Term**,** RAKIA shall provide and made available to the Client the services as per the Flexi Facility selected by the Client as mentioned in Clause 1 hereof and enumerated/categorized below:

For Flexi Desk		**For Flexi Office**
Start Up	**Micro Business**	**Small Business**
Furnished and semi –enclosed workstation	Furnished and semi –enclosed workstation	Furnished and enclosed office
Shared Fax Number	Shared Fax Number	Shared Fax Number
Fax Handling Service	Fax Handling Service	Fax Handling Service
Internet Connection	Internet Connection	Internet Connection
Electricity	Electricity	Electricity
Private company e-mail account	Private company e-mail account	Private company e-mail account
One (1) executive chair and desk	One (1) executive chair and desk	Two (2) executive chairs and desks
One (1) shared computer or empty workstation for laptop usage	One (1) shared computer or empty workstation for laptop usage	Two (2) shared computers

5. Issuance of Visas: Number of visa(s) will depend on the Flexi Facility taken or selected by the Client and the visa eligibility shall be as per the chart below:

	For Flexi Desk		For Flexi Office (Small Business)
	Start Up	**Micro Business**	
Visa Eligibility	No Visa	One (1) UAE Residence Visa (Investor/Partner or Manager)	Two (2) UAE Residence Visas (Investors/Partners or Manager)
Visa Validity		Three (3) years for Investor/Partner Two (2) years for Manager	Three (3) years for Investor/Partner Two (2) years for Manager

5.1 The Client declares and agrees that the issuance of visa shall be subject to the rules and regulations of the Immigration Department. RAKIA shall not be held responsible/liable in the event that the application for visa is rejected by the Immigration Department.

6. Terms & Conditions:

a. The Client should hold a valid License to operate in the areas of RAKIA;
b. Only the investor or partner or seconded employee will be permitted to use the Flexi Facility;
c. RAKIA has the absolute power and discretion to cancel the Client's License in case of non-renewal of the Term for Flexi Facility. Further, RAKIA has the absolute power and discretion to cancel all the visas on the Flexi Facility upon the cancelation, termination and expiry of the Term.
d. The Client shall utilize the Flexi Facility up to a maximum of ten (10) hours in a week from Sunday to Thursday and during the business hours of RAKIA (i.e. 8:00 am to 4:00 pm). Usage of the Flexi Facility in excess of afore-mentioned hours will be charged at AED 25.00 per hour for Flexi Desk (Start –Up Business and Micro Business) and AED 50.00 per hour for Flexi Office (Small Business). The usage of any fraction of an hour will be considered as a full one (1) hour. Unused hours or fractions thereof cannot be carried forward to other weeks;
e. Usage of the Flexi Facility will be upon pre-booking at least three (3) business days at RAKIA Business Centre Help Desk and shall depend on the availability of the requested facility. Unoccupied bookings shall be counted towards hours of usage;
f. Flexi Facility hours can be exchanged with conference facility (if available). One (1) conference room hour equals to two (2) Flexi Facility hours. Only two (2) exchanges are allowed in a month;
g. The Client shall respect the applicable safety rules and maintain the cleanliness of the Flexi Facility;
h. The Client undertakes to immediately repair and/or compensate RAKIA for, any damage made to any equipment made available to it at the Flexi Facility, and to report immediately to RAKIA Business Centre Help Desk any noticed damage to the equipment;
i. Retail trading, assembly, or repacking of any product is not permitted in the Flexi Facility or anywhere in RAKIA's premises and storage of any materials (goods, samples, files, folders, personal items) is strictly prohibited;
j. Trading/marketing of illegal or contraband items is strictly forbidden;
k. Signboards/stickers/paintings/posters/drawings in the Flexi Facility or RAKIA's premises are not permitted unless it is required by law or any governmental authority;
l. Display of products is not permitted;
m. Possession of any combustible or explosive/dangerous substance like petrol or kerosene is forbidden at all times in the Flexi Facility or anywhere on RAKIA's premises;
n. RAKIA reserves the right to inspect the Flexi Facility at any time without prior notice to ensure compliance with RAKIA's rules and regulations, specific requirements and these Terms and Conditions;
o. Any outstanding administrative and financial dues shall be promptly settled with RAKIA;
p. The Client acknowledges that RAKIA will not be liable for the loss of any abandoned item in the Flexi Facility or anywhere inside/outside RAKIA's premises;
q. Smoking and consumption of alcohol are strictly prohibited inside the Flexi Facility and/or RAKIA's premises. Consumption of food and beverage is only permissible in the designated areas of RAKIA;

r. The Client shall not cause any nuisance, disturbance or annoyance to other clients using other spaces in RAKIA's premises;
s. The Flexi Facility or any other space within RAKIA's premises cannot be used to host or accommodate any person, animal or pet or be used in a manner other than the normal use of the Flexi Facility;
t. RAKIA reserves the right to take back or deny the use of the Flexi Facility by the Client, in which case the Client will not be entitled to any compensation of whatsoever nature directly or indirectly derived from such taking back or denial;
u. The Client shall not assign any of its rights or its obligations under these Terms and Conditions to any third party;
v. The Client shall be solely responsible for the consequences of unlawful use of the provided internet or other facilities; and
w. The Client acknowledges and undertakes that RAKIA shall not be held liable for any misuse of any data saved in the shared computers of the Flexi Facility by a third party, and waives the right to claim any compensation from RAKIA relating to such data.
x. The Client acknowledges that RAKIA shall not be responsible and liable for the Client's belongings left behind at Flexi Facility (in its drawers) or in RAKIA's premises.
y. The Client shall not use the Flexi Facility in a manner that violates any of United Arab Emirates Federal and Local Laws.
z. RAKIA's rules and regulations as from time to time amended shall be applicable and RAKIA reserves the right to amend these Terms and Conditions at any time at its sole and absolute discretion.

7. Governing Law and Jurisdiction: These Terms and Conditions shall be governed by the laws of United Arab Emirates as applied in the Emirate of Ras Al Khaimah. In case of dispute, the same shall be brought to the exclusive jurisdiction of the Courts of Ras Al Khaimah, United Arab Emirates.

For more questions or inquiries please don't hesitate to contact us or visit us in our office at RAK Investment Authority Building (beside RAK Ceramics) 3rd floor, Room 8 Leasing Department.

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