

## TERMS OF SERVICE

These terms of service (the "ToS" or the "Terms") for clients ordering services at <https://uppersetup.com> (the "site") are presented to you by **UPPERSETUP Technology LTD**, a company incorporated under the laws of the UAE, registered under License DIFC- CL7070 at Unit No: 208, 209, Level 1, Gate Avenue - South Zone, DIFC, Dubai, UAE. UPPERSETUP operates the site which offers its users an access to a database with information about UAE's company's formation, accounting, accompanying services and other services in the government and private sectors, as well as other data to help its clients grow and succeed their business in the United Arab Emirates ("UAE") and aims at connecting the clients with the relevant service providers and to provide the requested services to the clients.

### 1. GENERAL

These ToS form an integral part of the contract between UPPERSETUP and the party obtaining such UPPERSETUP services ("Client", "you") when these Terms are accepted by Client and/or are referenced in an invoice for such Services. Both UPPERSETUP and Client are referred to as "the Parties".

### 2. DEFINITIONS

Headings herein are for convenience of reference only and shall in no way affect interpretation hereof.

**"UPPERSETUP"**, **'we'** means UPPERSETUP Technology LTD, a company incorporated under the laws of the UAE, registered under License DIFC- CL7070 at Unit No: 208, 209, Level 1, Gate Avenue - South Zone, DIFC, Dubai, UAE.

**"Affiliate"** means any business affiliate of the party, who directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, such party or with another affiliate of such party. Ownership or control shall exist through the direct or indirect ownership of more than 50 % of the nominal value of the issued equity share capital or an equitable interest, profit, voting or similar interest (including any right or option to obtain such an interest) representing the right to elect the majority of the directors or persons performing similar functions or, if the law of the applicable jurisdiction does not permit such majority interest, then the maximum allowable under such law.

**"Client's Company"** means a company Client represents, plans to open in the UAE or a company he/she is working for, as the case may be.

**"Client Data"** means any information related to identified or identifiable individual provided to UPPERSETUP during the registration at the site for the Services (including but not limited to name, contact email, phone number) and information generated during the use of the Services.

**"Intellectual Property"** means any and all inventions (whether or not patented or patentable), discoveries, materials, tools, software (whether source code, object code or other executable code, or otherwise), works of authorship, know-how, technical information, trade secrets, work product, methods, processes, designs, schematics, work product deliverables and other forms of technology.

**"Intellectual Property Rights"** means copyrights, trade secrets, patents, patent applications, moral rights, contract rights, trademarks and service marks (registered or otherwise), and other proprietary rights.

**"Services"** means the web-services accessible at the site and site's account for the Client and all of UPPERSETUP's proprietary technology, documentation and materials that are made available to Client by UPPERSETUP as part of the Services. Any reference to "Services" shall include any component of the Services. Services for Clients may be rendered by UPPERSETUP, its Affiliates and third party contractors. If a component of Services requires a license for such services from the provider, the UPPERSETUP ensures that such a component is rendered by a licensed provider.

**"Service Fee(s)"** means the fees charged by UPPERSETUP for the Services, as may be specified in the applicable invoice or otherwise.

**"Software"** means the UPPERSETUP software product(s) with respect to which Services are provided.

### **3. SERVICES; STATEMENT OF WORK**

3.1 By placing an order for Products (digital instructions in electronic format) on the site, the Client purchases access to such Products according to these Terms and in consideration of the Product Price. The Products shall be deemed to be delivered once the Client has received access to download the file(s). Products are considered delivered immediately upon providing such access.

3.2 You may not enter into the Terms or use any Service on site if you are the target of government sanctions, such as those applied by the U.S. Department of the Treasury Office of Foreign Assets Control, or subject to the international sanctions (of the UN, the US, the UK, the EU, the UAE).

### **4. PAYMENT TERMS**

4.1 Client agrees to pay the Product Price in such amounts and at such times as indicated on the site at the moment of purchase. Payment shall be made online by bank card or by other methods explicitly listed on the site. Products are provided only after successful completion of payment.

4.2 All payments for digital Products are final. Once access to the Product has been provided (including download link or file delivery), the payment is non-refundable and the order may not be cancelled, except as otherwise required under applicable consumer protection law. Due to the nature of digital content, once a Product has been downloaded or otherwise made available to the Client, it cannot be returned, exchanged, or refunded.

4.3 Service Fees charged by UPPERSETUP include value added tax as stated in the invoice. Your invoice will also indicate which fees are included, for instance, the state fees and charges. In case some types of taxes and fees are not included but required, Client is solely responsible for all such taxes, duties or fees,. Client is solely responsible for all bank or payment related charges, and whenever possible, shall pay in advance, or include in its payment, the amounts for such charges.

4.4 Client may remit the Service Fees by wire transfer or by payment card or, with the prior written approval of UPPERSETUP, by company check. Other means of payment may be available in Client's account on the site.

### **5. ACCURACY OF INFORMATION.**

UPPERSETUP endeavors to ensure that all information presented on our website is accurate, comprehensive, and current. UPPERSETUP diligently researches and reviews content to maintain the highest standards of quality and reliability. However, our industry is dynamic, with frequent changes in services, pricing, technology. Despite our best efforts to ensure the validity and reliability of the information provided on the Platform, we cannot guarantee that all information provided on our Platform is fully up to date at all times. The information on the Platform is provided on an "as is" basis. While we strive to keep the information correct and up to date, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability, or availability concerning the Platform or the information, products, services, or related graphics contained on the website for any purpose. Any reliance is disclaimed.

The offer and the Platform results of an offer to you are derived from your input and questions you answered. Clients of Platform are encouraged to exercise due diligence and not to take the information provided as the sole basis for making significant decisions on business activity, jurisdiction, etc. You may want to seek further consultations for the most current information and to verify the details that are critical to your decision-making process. Platform content is not a guarantee the most up to date data answering your needs and peculiarities and not a registration guarantee.

You release UPPERSETUP from any claims, demands, and damages arising out of disputes relating to your use of the Services, including those with other parties.

The Services are provided "as-is" and without any representation or warranty, whether express or implied. We, our affiliates, and our respective agents, contractors, and engaged third parties (together, the "Disclaiming Entities") make no representation, warranty or indemnity of any kind whatsoever (other than those implied by statute) with respect to the Services or the content,

materials, information and functions we make accessible, and specifically disclaim all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. We do not promise that the Services will be uninterrupted, error-free, or secure. No oral or written communication of any representatives of UPPERSETUP shall in any way increase the scope of this warranty.

THIS WARRANTY DISCLAIMER CONSTITUTES AN ESSENTIAL PART OF AGREEMENT BETWEEN THE PARTIES AND UPPERSETUP WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITATIONS. IN THE EVENT THAT ANY OF THE FOREGOING WARRANTY DISCLAIMERS IS FOUND TO VIOLATE APPLICABLE LAW, CLIENT ACKNOWLEDGES AND AGREES THAT UPPERSETUP'S LIABILITY FOR BREACH OF ANY SUCH WARRANTY SHALL NOT EXCEED THE AMOUNT RECEIVED FROM CLIENT AS A SERVICE FEE TO UPPERSETUP UNDER THE ORDER.

## **6. LIMITATION OF LIABILITY**

TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR REVENUE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT BE INTERPRETED TO RELIEVE CLIENT OF ITS PAYMENT OBLIGATIONS HEREUNDER OR PREVENT UPPERSETUP FROM COLLECTING ALL SERVICE FEES DUE HEREUNDER THAT WERE NOT PAID BY CLIENT IN ACCORDANCE WITH THE TERMS HEREOF. IN NO EVENT SHALL UPPERSETUP'S TOTAL LIABILITY TO CUSTOMER FOR ANY AND ALL CLAIMS ARISING FROM OR RELATED TO THESE TERMS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE GREATER OF ONE HUNDRED UNITED STATES DOLLARS (\$100.00) OR THE AVERAGE MONTHLY SERVICE FEE PAID BY CLIENT HEREUNDER FOR THE SERVICES IN CONSIDERATION OF THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH THE CLAIM FIRST AROSE.

THESE LIMITATIONS SHALL APPLY DESPITE THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE PROVISIONS OF THIS SECTION ALLOCATE RISKS BETWEEN CLIENT AND UPPERSETUP. OUR PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US, OUR AFFILIATES, SUPPLIERS, AGENTS, OFFICERS, DIRECTORS OR EMPLOYEES SHALL IN ANY WAY INCREASE THIS LIMIT ON LIABILITY. CLIENT ACKNOWLEDGES AND AGREES THAT THIS LIMIT ON LIABILITY CONSTITUTES AN ESSENTIAL PART OF AGREEMENT BETWEEN THE PARTIES AND THAT UPPERSETUP WOULD NOT BE ABLE TO PROVIDE THE SERVICES WITHOUT SUCH LIMITS.

## **7. INTELLECTUAL PROPERTY**

7.1 Each party retains all Intellectual Property Rights respectively owned by them. These Terms shall not grant either party any rights in any of other party's Intellectual Property, unless otherwise explicitly stated in the invoice.

7.2 You will be requested by UPPERSETUP to submit feedback, ideas and suggestions about the Services so that we may better serve you and improve our offers and Services. You may provide us with feedback on the Services by filling our forms and/or contacting our support at [support@uppersetup.com](mailto:support@uppersetup.com). You agree that we may use and share all feedback, ideas, and suggestions you submit for any purpose and without compensation or obligation to you.

## **8 CONFIDENTIALITY**

Each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). UPPERSETUP's "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) consisting

of or relating to its technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, including any written or oral information disclosed by UPPERSETUP in relation to the Service, in each case whether or not marked, designated, or otherwise identified as “confidential”. **Client’s “Confidential Information”** means any information that Client provides to UPPERSETUP which has been identified as “confidential”. Notwithstanding the above, Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information’s being disclosed or made available to the Receiving Party in connection with these Terms; (b) was or becomes generally known by the public other than by the Receiving Party’s or any of its Representatives’ noncompliance with these Terms; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party’s knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any of the Disclosing Party’s Confidential Information.

Except as allowed herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information of the Disclosing Party except as required for the performance of its obligations and exercise of its rights hereunder, and shall similarly bind those persons to whom it gives access to such Confidential Information in writing. The Receiving Party will not use any of the Disclosing Party’s Confidential Information for any purpose not expressly permitted hereby, and will disclose such Confidential Information only to the Receiving Party’s employees, agents, contractors, and consultants (and when UPPERSETUP is the Receiving Party also to its Affiliates) who have a need to know such Confidential Information for purposes of the Receiving Party exercising its rights or performing its obligations hereunder. The Receiving Party will protect and will require its employees, agents and consultants to protect, the Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The Receiving Party will be liable for any breach of confidentiality by any such those persons to whom it gives access to such Confidential Information.

Each party agrees that by disclosing information hereunder, the Disclosing Party does not thereby grant to the Receiving Party any express or implied right or license under the Disclosing Party’s patents, copyrights, trademarks, trade names, service marks, proprietary designations, or other Intellectual Property, except as otherwise expressly provided herein. The obligations of confidentiality set forth in this Section shall survive any termination or expiration of Services with respect to which such disclosure was made for a period ending five years or such other retention period of UPPERSETUP.

## **9. DATA PROTECTION AND COMMUNICATION**

9.1 During the registration and use of the site and Services UPPERSETUP and (or) its Affiliates may process Client Data in accordance with the Privacy Policy applicable to Client [UPPERSETUP - Privacy policy](#) (“Policy”).

Additionally, to the purposes described in the Policy, UPPERSETUP and its Affiliates may use your data for onboarding and the AML/CT checks required and any other purposes that might arise in respect to the Services.

9.2 You acknowledge that UPPERSETUP and third party contractors involved in the Services, if any, are independent controllers of personal data collected in conjunction with the Services and will independently and separately determine the purposes and means of its processing of personal data. We may transfer your personal data to countries other than your own country, including the countries listed in the Policy. Please read the Policy carefully to understand how your information is collected, used, and shared in connection with these Services.

9.2 UPPERSETUP and its Affiliates may send marketing communications to Client email address provided that there is legal basis for this activity (e.g. consent or a contract). Client hereby agrees to receive communications, including marketing communications from UPPERSETUP and its Affiliates. Client may always unsubscribe from marketing communication at any time in the future by clicking on the unsubscribe link in any email received from UPPERSETUP or its Affiliates or contacting directly at [support@uppersetup.com](mailto:support@uppersetup.com). You acknowledge that you are not required to

consent to receive promotional texts or calls as a condition of using any Service. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates your cell phone carrier applies may apply to the text messages we send you.

9.3 To the extent allowable under law, by providing us with a phone number, you consent to receiving text (SMS) messages, push notifications, and phone calls from us. Such communications may include, but are not limited to, requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, requests for product feedback, and marketing or promotional communications. Client may also receive operational emails required to provide the Services. You acknowledge that opting out of receiving communications may impact your use of Services.

Communication. If you have a question about the Services or how these Terms apply to you, please contact our support at [support@uppersetup.com](mailto:support@uppersetup.com). You can also contact us through your account on the site, your usual contact or by post, courier or telephone using the contact details we give you. We may also agree that you can contact us electronically. We will tell you what methods of communication you can use to contact us and for what purpose.

9.4 Security of communications There is no guarantee that all means of communication between us will be secure, virus free or successfully delivered. We are not liable to you, and you accept responsibility if, due to circumstances beyond our reasonable control, communications are intercepted, delayed, corrupted, not received or received by someone else. If we think this has happened, we will try to contact you.

9.5 Your instructions. We may only receive instructions for your account in a meeting, by courier, email or by fax or phone. We will only accept instructions or orders from those persons authorised to operate your account (your representatives) in accordance with these Terms. Where more than one person has been authorized to provide instructions or orders on your behalf, we may assume that each such person can exercise such authority alone, unless you provide written instructions to the contrary. We will treat an instruction as genuine if we believe in good faith that the instruction is from you or your authorized person and there are no circumstances that we are aware of that cast doubt on the person giving the instruction. We will take reasonable steps to notify you if we are in doubt as to the authenticity of any instruction. Unless we agree otherwise, we will transmit your instructions to the executing service providers when we receive them, or if received outside our usual business hours, on the next day that is a working day in the UAE. You may need us to act on an instruction before a deadline. Where that is the case, you must ensure that you allow reasonable time for us to process your instruction and communicate it to relevant third parties, taking into account that we may require written instructions in some circumstances. We will not be liable for any failure to meet a deadline where clear instructions are not received from you within a reasonable time before the deadline.

9.6 English language. *Unless we agree otherwise*, English will be the official language for all communications between us and you, although we may also communicate with you in other languages. By accepting these Terms you confirm that you can read and understand the English language.

9.7 Client complaints. During your relationship with us, you may wish to make a complaint in respect of UPPERSETUP. We have procedures for handling your complaints fairly and promptly. If you have a complaint, you may inform your usual contact or relationship manager in person, in writing, by email, or by telephone or via your site account. Alternatively, you may use the general contact details available at site. We will try to resolve your complaint as quickly as possible and to your complete satisfaction.

9.8 Identification and Prevention of Fraud.

You agree that:

- Information you provide about yourself and your use of the Services must be complete and accurate as of the time provided, and you must keep this information up-to-date;

- To the extent law allows, we and our third party service providers may verify your identity.
- You must notify us immediately if you become aware of any unauthorized use or access to your account. You are responsible for any actions taken through the use of your credentials, except for actions taken after you have told us that your account or credentials have been compromised.

## **10. TERM AND TERMINATION**

10.1 The term of Services shall be specified in applicable invoice. If either party materially breaches these Terms, the other party may terminate Services upon thirty (30) days' notice (or upon ten (10) days in the case of nonpayment or an unresolved dispute of an invoice, subject to payment terms specified in the invoice). UPPERSETUP's right to suspend or cease entirely performance of the Services for non-payment by Client shall not be considered a breach of these Terms.

10.2 Effect of Termination. Upon termination, you will not have any further use of or access to the Services. Subject to applicable law, you will also not have any use of or access to any information you submitted through the Services, and all rights granted under these Terms will end. Termination does not relieve you of your obligations to pay amounts owed to UPPERSETUP, contractors, or others. Termination does not revoke any third-party payment authorizations.

Any obligation of either party that actually accrued prior to termination or expiration of any Services, including without limitation any payment due to UPPERSETUP, shall survive termination of the Services. Sections 1, 4-6, 8, 9, 10.2, 12-13 shall survive any termination or expiration of Services.

## **11. RELATIONSHIP OF THE PARTIES**

Despite any provision hereof, for all purposes of these Terms each party shall be and act as an independent contractor and not as partner, joint venture, or agent of the other and shall not bind nor attempt to bind the other to any contract.

## **12. CHOICE OF LAW & VENUE**

The place of execution of Services hereunder is the UAE. These Terms shall be governed by and construed in accordance with the laws of the UAE (to the exclusion of its conflict of laws rules). Any disputes, controversies or differences between the parties hereto arising out of or in relation to this Agreement, or the breach thereof, which cannot be settled by mutual accord, shall be finally settled by the Dubai International Arbitration Center (DIAC), and Client consents to the exclusive personal jurisdiction of such courts for such purpose.

## **13. MISCELLANEOUS**

13.1 Client shall not assign, transfer, or sublicense any obligation or benefit hereunder without the written consent of UPPERSETUP.

13.2 UPPERSETUP will determine, in its sole and reasonable discretion, the appropriate resources to be used in performing the Services, on an as-available basis, which may include third parties, whether companies or individual sub-contractors that UPPERSETUP has determined meet its standards, including but not limited to having a relevant license and having sufficient of knowledge and experience in the field. UPPERSETUP may assign or subcontract all or part of UPPERSETUP's performance obligations and rights with respect to the Terms.

13.3 All notices hereunder shall be in writing, and shall be deemed given the next day after the date of sending the email or the next day after the message is sent via a personal account of Client in the site, or on the 5th day of sending a notice via prepaid certified, or registered mail or courier service with delivery confirmation to the address of the party (unless an actual receipt confirmation will prove an earlier date).

13.4 The failure of either party to assert or enforce its rights hereunder at any time for any period shall not be construed as a waiver of such rights, and the waiver of rights in one circumstance shall not be construed as a waiver for all purposes.

13.5 No liability or loss of rights hereunder shall result to either party from delay or failure in performance caused by force majeure, that is, circumstances beyond the reasonable control of



the party affected thereby, including, without limitation, acts of God, fire, flood, war, government action, compliance with laws or regulations, strikes, lockouts, or other serious labor disputes, or shortage of, or inability to obtain, material or equipment. Notwithstanding the foregoing, neither party shall be excused from its payment obligations, and any unavoidable delays caused by a force majeure event shall serve only to extend the timing for payment but in no event longer than 15 business days unless the parties agree otherwise in writing on a case-by-case basis.

13.6 Except as otherwise expressly stated herein, the rights and remedies of a party set forth herein with respect to failure of the other to comply with the terms hereof (including, without limitation, rights of full termination hereof) are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

13.7 UPPERSETUP may modify these Terms from time to time in its sole discretion, provided however that the version of the Terms that were in effect on the date of a particular invoice shall govern Services acquired under such invoice. No changes, modifications or waivers to these Terms shall be effective unless approved in writing by UPPERSETUP. The revised Terms will be effective on the date stated in the revised Terms. By using a Service after any revisions become effective, you agree to those changes. If you do not agree with any changes to these Terms, you must stop using the Services.

13.8 If any provision of these Terms is determined to be illegal or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable.

THIS VERSION OF THE TERMS IS EFFECTIVE AS OF 26.08.2025.