

# Company Name: DARWIN ADVENTURES DMCC




## Terms of Services

These Terms of Services document shall be read in conjunction with DMCC Company Regulations 2020. All capitalized terms used herein and not herein defined shall have the meanings set forth in the DMCC Company Regulations 2020.

1. In consideration of your application and any subsequent formation and registration of Company and/or grant of trade license permitting you to operate within the DMCC Free Zone, DMCCA has relied on the following:
  - a. the confirmations, information and documentation provided by you to be true, complete & accurate;
  - b. that you have full power and authority to provide such confirmations, information and documentation to us and have taken all necessary action to authorize the submission of the application, formation and registration of Company and grant of trade license; and
  - c. that you have conducted due diligence and made due enquiry into the requirements for formation, registration, set-up and licensing of a Company in DMCC Free Zone and are satisfied that your application and confirmations, information and documentation provided by you in respect of such application meets those requirements.
2. Any approval by DMCCA to the formation and registration of a Company and/or grant of trade license permitting operation within the DMCC Free Zone is conditional on continued compliance by that Company, its shareholders, officers and representatives with all laws, rules, regulations, policies and other requirements applicable in the DMCC Free Zone.
3. The completion by you of any confirmations, information and documentation, provision of those to us and any acceptance of any confirmations, information and documentation by DMCCA or any of its officers, employees or representatives does not constitute any binding obligation on DMCCA to approve your application to form or register a Company or grant a trade license permitting you to operate in the DMCC Free Zone.
4. During the course of this application and on an ongoing basis in the event that your application is approved, DMCCA will collect, process, transfer and store certain data (**Data**) from you. We are required to process your Data for the following purposes (**Purpose**):
  - a. to allow us to approve your application to form or register a Company or grant a trade license permitting you to operate in the DMCC Free Zone;
  - b. to perform our obligations to you as a registered and/or licensed Company within the DMCC Free Zone (in the event that your application is approved);
  - c. to enable us to comply with our legal obligations; and
  - d. as required to further the DMCC Authority's legitimate interests.
5. DMCCA will also share the Data with others from time to time, such as
  - a. professional advisers;

- b. regulatory authorities;
  - c. such other third parties as the DMCCA reasonably considers necessary in order to prevent crime or any breach of all laws, rules, regulations, policies and other requirements applicable in the DMCC Free Zone; and
  - d. service providers who provide certain specific benefits for registered and/or licensed companies within the DMCC Free Zone, as well as those who provide and support our management and data storage systems.
6. The Data may also be stored and processed outside of the UAE in a Non- European Economic Area country. DMCCA will ensure that such transfer of Data outside of the UAE will only occur where the appropriate safeguards have been put in place. Further details on what we do with your Data is set out in the [Applicant and Member Privacy Policy](#).
  7. The applicant has been made aware of the [Refund Policy](#) and agrees to its terms.
  8. The applicant has been made aware of the [Company Name Reservation Rules and Guidelines](#) and agrees to its terms.
  9. DMCCA reserves all rights to request any additional confirmations, information, documents, certifications, verifications and such like from time to time as it deems necessary.
  10. In reaching any decision, DMCCA conducts a comprehensive review of all confirmations, information and documentation applicable to your application, applying standards of due skill, care and diligence. Any decision by DMCCA shall be final and binding on the applicant. DMCCA shall not disclose reasons for any decision.
  11. Any failure by an applicant to comply with the requirements of DMCCA including any breach of warranty, any misrepresentation or any other breach of law may lead to sanction by the DMCCA or other competent authority. Without limitation to the foregoing, DMCCA reserves all rights at law to revoke any approval by the DMCCA at any time as it deems necessary.

Each shareholder (whether an individual or corporate shareholder) should provide the following:

Shareholder Name	Date	Signature
Aravindan Narayanan		
Percy Fernandez		
Asha Gopalkrishnan		



## WARRANTIES

1. The confirmations, information and documentation provided to DMCCA are true, complete & accurate.
2. I have full power and authority to provide such confirmations, information and documentation to DMCCA and have taken all action necessary to authorize the submission of the application, formation and registration of a Company and grant of trade license.
3. I have conducted due diligence and made due enquiry into the requirements for formation, registration, set-up and licensing of a Company in DMCC Free Zone and are satisfied that the application and confirmations, information and documentation provided to DMCCA in respect of such application meets those requirements.
4. I will, at all times, comply with all laws, rules, regulations, policies and other requirements applicable in the DMCC Free Zone.
5. I am aware of and understand the description of licensed activities approved by DMCCA and shall ensure that the Company carries out only those activities that are so licensed by DMCCA.
6. I am aware of, and understand the services permitted under the licensed activities approved by DMCCA and shall ensure that the Company conducts business within the parameters of the license granted by DMCCA.
7. I fully understand the obligation to open a bank account under the DMCC Company name to deposit the Share Capital of the Company to be paid-up within 180 days upon the license issuance (which, for the avoidance of doubt, excludes a Branch). I also acknowledge that DMCCA, at its sole discretion, has a right to limit Company's access to its portal, if I fail to open bank account as agreed under this clause 7.
8. I am aware of, and understand the conditions attached to the license granted by DMCCA and shall ensure that the Company does not breach any such conditions.

By agreeing to terms and condition, you confirm that, as at this date:

- You have read and agree to be bound by the terms contained in these Terms of Service; and
- You have capacity and are authorized to agree to the terms contained in these Terms of Service.
- You provide us with your express consent to process this Data as required for the Purpose and further provide your express consent to provide this Data to those third parties set out under clause 5 and to process this Data outside of both the UAE and EEA as required.
- There has been no breach of the Terms of Service or Warranties prior to this date;
- You continue to be bound by the Terms of Service and Warranties; and
- You have capacity and are authorized to make this confirmation.

Each shareholder (whether an individual or corporate shareholder) should provide the following:

Shareholder Name	Date	Signature
Aravindan Narayanan		
Percy Fernandez		
Asha Gopalkrishnan		