

## **1. Introduction and Scope**

1. IB Consulting L.L.C.-FZ, operating under the name IB Consulting and accessible at [www.ibconsulting.ae](http://www.ibconsulting.ae) (“Website”), is a corporate service provider established in the UAE Free Zone (“we,” “us,” or “our”).
2. These Terms and Conditions (“Terms”) govern your access to and use of the Website, including all content, features, and services offered. By using the Website, you agree to comply with these Terms.
3. References to “you” or “User” or “Client” apply to individuals or legal entities accessing the Website. This includes sole proprietorships, partnerships, and corporations.
4. If you do not accept these Terms, please refrain from accessing, browsing, or registering on this Website.

## **2. Acceptance of Terms and Conditions**

1. By accessing, browsing, or registering on this Website, you acknowledge and agree to be bound by these Terms and Conditions and our Privacy Policy (together, the “Legal Terms”).
2. Access to the Website is conditional on compliance with these Legal Terms. If you disagree, you are prohibited from accessing or using any features or services offered through the Website.
3. IB Consulting reserves the right to modify these Legal Terms at any time. Continued use of the Website constitutes acceptance of any changes.

## **3. Purpose and Scope of Use**

1. The Website is operated by IB Consulting to provide users with access to its corporate services, as outlined on the platform. Your use of the Website signifies your acceptance of the Legal Terms governing such access.
2. When you order a service via the Website, the commercial relationship between you and IB Consulting will be subject to these Legal Terms, forming the basis of your contractual agreement. Please ensure you fully understand these terms before proceeding with any transactions.

## **4. Services Offered**

The Website provides a variety of corporate services, including company formation in Offshore, and Free Zones, company formation in Hong Kong, business consulting solutions in Mainland, including with relations in front of governmental bodies. Additionally, IB Consulting offers complementary services such as tax consultancy, accounting, bookkeeping services which include variety services connected to accounting, additionally bank account setup both for personal and corporate, PRO assistance, Hong Kong company maintenance and accounting services.

## **5. Access and Restrictions on Use**

1. Access to the Website is granted on a temporary basis, and IB Consulting reserves the right to withdraw or amend access at any time without notice.
2. You agree to comply with all applicable local, national, and international laws when using the Website.
3. You may not use the Website to engage in any activity that violates any laws, infringes upon the rights of others, or harms the reputation of IB Consulting.
4. You agree not to engage in any activities that may interfere with or disrupt the functionality of the Website, including the transmission of harmful software or the use of automated systems or processes to access the Website.
5. IB Consulting reserves the right to restrict access to specific features or services on the Website based on geographic location, device type, or any other criteria deemed appropriate.
6. You may not attempt to access areas of the Website that are restricted to authorized users or engage in any activity that may bypass security measures.
7. IB Consulting is not liable for any loss or damage resulting from unauthorized access or misuse of the Website by you or any third party using your credentials.
8. IB Consulting reserves the right to monitor your activities on the Website to ensure compliance with these Terms and Conditions. Monitoring may include tracking of user actions, including but not limited to IP addresses, page views, and data submissions. Any violation of these Terms, including engaging in illegal activities, interfering with the Website's functionality, or accessing restricted areas without authorization, may result in restricted or terminated access. Users agree to cooperate fully with IB Consulting in investigations of such violations.

## **6. Intellectual Property and Use of Website Content**

1. All content available on the Website, including text, images, graphics, logos, software, and other materials ("Content"), is protected by intellectual property laws and is owned or licensed to IB Consulting.
2. You are granted a limited, non-exclusive, non-transferable license to view the Content for personal, non-commercial purposes only. Any other use is prohibited unless specifically authorized by IB Consulting in writing.
3. You are prohibited from using any of the Content for commercial purposes, including but not limited to resale, republishing, or redistribution, unless you have obtained prior written consent from IB Consulting. Any unauthorized commercial use of the Content is a violation of IB Consulting's intellectual property rights and may result in legal action.
4. You may not reproduce, modify, display, distribute, or otherwise use the Content for any commercial purpose without express written permission from IB Consulting.
5. You may not create a link to the Website or any of its Content without obtaining prior written consent from IB Consulting.
6. Except for the limited rights granted under these Terms and Conditions, no intellectual property rights or ownership interests in the Content are transferred to you. All rights not expressly granted in these Terms are reserved by IB Consulting.

7. Content provided by third-party providers may be subject to separate terms and conditions. You agree to comply with all applicable third-party agreements when using such content.
8. You may not reverse-engineer, decompile, or otherwise attempt to extract the source code of any part of the Website or its software.
9. IB Consulting reserves the right to take legal action against any infringement of its intellectual property rights, including misuse of Content or violation of these Terms. Any unauthorized use of the Content, including commercial exploitation or infringement of IB Consulting's intellectual property rights, may result in the termination of your access to the Website and legal action, including but not limited to claims for damages, injunctions, and attorney's fees.
10. Content provided by third-party providers, including but not limited to software, documents, or services, may be subject to separate intellectual property terms and conditions. Users acknowledge and agree to comply with these third-party terms when engaging with such content or services. IB Consulting does not assume any liability for third-party intellectual property violations or unauthorized use of third-party content accessed through the Website.
11. Upon termination of your access to the Website or if you breach these Terms, all rights granted to you to use the Content will immediately end, and you must remove or destroy any copies of the Content you have downloaded or printed.

## **7. Service Selection and Liability Disclaimer**

1. When selecting a service through the Website, you are responsible for choosing the appropriate option based on your needs. IB Consulting makes no guarantees that the services offered will achieve the results you expect, as the effectiveness of the service depends on your specific selections.
2. Any third-party services accessed through the Website are provided without warranty. IB Consulting is not liable for any issues, errors, or dissatisfaction resulting from third-party services. However, we strive to ensure that third-party providers offer reliable and high-quality services. In the event of dissatisfaction or disputes with any third-party service provider, the following procedures will apply:
3. If you encounter any issues or disputes related to third-party services, we encourage you to first attempt to resolve the issue directly with the service provider. You should review the terms and conditions of the third-party provider to understand your rights and obligations.
4. While IB Consulting aims to provide users with reliable third-party services, IB Consulting makes no warranties or guarantees regarding the performance, quality, or results of any third-party services accessed through the Website. Users are solely responsible for selecting services that suit their needs and ensuring compliance with the third-party provider's terms. In the event of dissatisfaction with any third-party service, users must seek resolution directly with the service provider. IB Consulting will not be liable for any disputes, losses, or damages resulting from third-party services and does not control or guarantee third-party refund policies or compensation mechanisms.
5. Should the issue remain unresolved after direct communication with the third-party provider, you may contact IB Consulting's support team for assistance. While we are not responsible for third-party service outcomes, we will assist in facilitating communication with the third party or help you escalate the matter through the relevant channels.

6. IB Consulting will not be liable for any disputes, losses, or damages arising out of third-party services, including but not limited to the performance, timeliness, or quality of those services. You agree that any dispute related to a third-party service will be handled directly between you and the third party, and IB Consulting is not a party to such disputes.
7. IB Consulting does not control the refund policies or compensation mechanisms of third-party service providers. Any claims for refunds, compensation, or dispute resolutions must be directed to the third party providing the service. IB Consulting does not guarantee any reimbursement for third-party services, though we may assist in the process as necessary.
8. The inclusion of third-party services on the Website does not constitute an endorsement, recommendation, or guarantee by IB Consulting regarding the quality, performance, or safety of the third-party services. You access third-party services at your own risk, and IB Consulting is not responsible for the actions or omissions of third-party providers.
9. By using the Website and engaging with third-party services, you acknowledge and accept that IB Consulting is not responsible for the results or performance of third-party services and that your dispute resolution process should be handled according to the third-party's terms and applicable laws.

## **8. Service Availability and Usage Restrictions**

1. IB Consulting reserves the right to establish usage limits and adjust aspects of the Website Service, including service hours or availability, at any time, without prior notice or liability.
2. We may impose limits on specific features of the Website Service or restrict access to certain parts of the Website at our discretion, without notice or liability.
3. The Website Service may not always be error-free or uninterrupted, and IB Consulting is not responsible for any disruptions, including system failures, outages, or issues affecting payments and transactions.
4. IB Consulting has the right to suspend or limit your access to the Website Service at any time, based on our sole discretion, without liability.
5. IB Consulting is not responsible for interruptions due to factors beyond our control, including but not limited to, power outages, internet service disruptions, or issues caused by third-party service providers.
6. IB Consulting may temporarily suspend certain Website Services for maintenance, updates, or improvements. We will strive to minimize any disruption, but we make no guarantees regarding timing or availability.
7. If we suspect or identify misuse of the Website Services or violation of the Terms, IB Consulting reserves the right to take corrective actions, including suspending or terminating your account and restricting access to services.

## **9. Service Fees and Payment Terms**

1. To access the services provided on the Website, you agree to pay the service fee upfront, along with any applicable administrative fees, taxes, and additional out-of-pocket expenses as levied by the UAE government. The fees will be specified on the Website and are due at the time of service request.

2. Payments must be made in the currency specified on the Website/Invoice. You are responsible for any additional bank fees, transaction charges, or currency conversion fees associated with your payment, including exchange rate differences if payments are made in a currency other than the nominated currency.
3. IB Consulting reserves the right to adjust service fees at its discretion without prior notice. Any such adjustments will be clearly reflected on the Website and apply to future services or renewals.
4. In the event that your business license expires, you are required to make a decision regarding renewal or cancellation. Failure to act may incur penalties, including an additional service fee for IB Consulting's involvement in addressing the issue, on top of any penalties from the relevant authorities.
5. You agree to use a valid payment method accepted by IB Consulting to complete transactions. IB Consulting reserves the right to refuse any payment method at its discretion.
6. Non-Refundable Fees: All service and administrative fees are non-refundable, except where required by applicable law or as outlined in this section. Once paid, these fees will not be refunded under ordinary circumstances, including if you decide to cancel or discontinue the services.
7. In the event of a significant disruption of services due to a failure on IB Consulting's part, which prevents you from receiving the full benefit of the services as agreed upon, a partial refund may be considered. The determination of whether a partial refund is applicable will depend on the duration and nature of the service interruption and will be subject to the following conditions:
  - The interruption must be directly caused by IB Consulting's failure to perform its obligations under the service agreement,
  - The interruption must have resulted in a substantial reduction of the value of the service provided to you,
  - The interruption must have lasted for a period exceeding 48 hours (for continuous services) or five business days (for periodic services), unless otherwise stated in the agreement.
8. If you believe that a refund is warranted due to a service disruption or other issue, you must submit a written request to IB Consulting within 30 days of the occurrence of the issue. The request must include:
  - A description of the issue or disruption,
  - The date and duration of the service interruption,
  - Any supporting documentation or evidence,
  - A request for a partial refund, specifying the amount.
9. Upon receipt of a refund request, IB Consulting will review the matter and determine, in its sole discretion, whether a refund is warranted. IB Consulting may, at its discretion, offer alternative remedies such as credit toward future services, an extended service period, or a reduction in fees for future services, in lieu of a monetary refund.

10. Refunds will not be provided if the service interruption or issue arises from factors within the user's control, including but not limited to failure to provide necessary information, inability to access the platform, or violations of the service agreement.
11. Certain specific services may have different refund policies, which will be clearly stated at the time of agreement or service provision. These policies will take precedence over the general non-refundable fees policy where applicable.

## **10. Data Privacy and Security**

1. Your personal data, as submitted through the Website, will be processed and protected in accordance with our Privacy Policy. By accessing the Website, you acknowledge that your data will be handled as described in this policy.
2. The Privacy Policy is an integral part of these Terms and Conditions, and by using the Website, you agree to be bound by its provisions.
3. We are committed to safeguarding your personal information and will take all reasonable precautions to ensure its security. However, we cannot guarantee the absolute security of data transmitted over the internet.
4. You are responsible for ensuring that the information you provide is accurate and up to date. If your personal data changes, you should promptly update it through the Website or contact us directly.
5. We may share your personal data with trusted third-party service providers who help us operate the Website or provide services to you. These third parties are required to maintain the confidentiality and security of your data.

## **11. Company Name Selection and Entity Disclosure Responsibilities**

1. When selecting a name for your company, you are allowed to submit three (3) name options. These names will be subject to the availability check with the relevant UAE authorities and may require further approval. We cannot guarantee that the requested name(s) will be registered or approved.
2. As the company owner, you are responsible for ensuring that all necessary entity-related information is disclosed to the UAE government in compliance with local regulations. We will only act on your behalf regarding such disclosures if you have explicitly authorized us to do so in writing.
3. Any filing or disclosure of information on your behalf will be done only after receiving explicit written instructions and payment of applicable fees. We will not disclose any entity information without prior authorization.
4. It is your responsibility to ensure the timely submission of required information to avoid penalties. Failure to submit required documentation or pay necessary fees in time may result in penalties, for which IB Consulting will not be held liable.
5. You are responsible for the accuracy and completeness of the information provided to us. Any incorrect or incomplete information submitted may delay the registration or processing of your company or other related services.

6. We may work with third-party agencies to verify or process certain information or documents related to your company. You agree to cooperate fully and provide the necessary documents and information for such verification purposes.

## **12. Indemnification and Liability**

1. You agree to indemnify, defend, and hold harmless IB Consulting LLC, its affiliates, employees, agents, and partners from any claims, losses, damages, liabilities, or expenses, including reasonable attorneys' fees, arising from:
  - o Your use or misuse of the Website.
  - o Any violation of applicable laws or regulations.
  - o Any breach of these Terms and Conditions or third-party rights.
  - o Any content you upload or link to from the Website.
2. You are solely responsible for any legal claims or disputes arising from your use of the Website, including claims by third parties related to content uploaded or linked by you.
3. IB Consulting shall not be liable for any indirect, consequential, or punitive damages arising out of your use of the Website. This includes, but is not limited to, loss of data, loss of business, or damages resulting from third-party actions.
4. In the event of a claim, IB Consulting reserves the right to participate in the defense at its own expense, and you agree to cooperate fully with IB Consulting in the defense of any such claim.
5. You agree to indemnify IB Consulting from any claims or damages arising out of your use of the Website, including any infringement of third-party intellectual property rights due to content you upload, share, or link to from the Website.
6. You agree to indemnify and hold IB Consulting harmless for any costs or damages resulting from your breach of these Terms, including any third-party claims that arise from such breach.
7. IB Consulting will not be liable for any failure to perform its obligations under these Terms due to circumstances beyond its reasonable control, including, but not limited to, natural disasters, acts of government, or technical failures.
8. You agree to promptly notify IB Consulting in writing of any claim, demand, or legal action that could potentially require indemnification under this clause. Failure to do so may limit or nullify your right to indemnification.
9. In no event will IB Consulting be liable for any loss of profits, business interruption, or personal injury arising out of or relating to your use of the Website, except to the extent caused by IB Consulting's gross negligence or willful misconduct. For purposes of this section:

**9.1.** Gross Negligence refers to a severe degree of negligence that demonstrates a blatant disregard for the foreseeable consequences of one's actions or omissions. This includes, but is not limited to, actions or inactions that show a reckless disregard for the safety or rights of others, typically leading to substantial harm.

**9.2.** Willful Misconduct refers to deliberate or intentional misconduct, where an individual knowingly engages in actions or omissions with knowledge of the potential for harm or

damage. It is conduct that is intentionally harmful, with a conscious disregard for the consequences.

### **13. Client Disclosures and Due Diligence Obligations**

1. We strictly refrain from trading with or offering services to individuals, entities, or organizations associated with OFAC-designated targets, including sanctioned countries, terrorist organizations, and narcotics traffickers. This policy encompasses compliance with all applicable OFAC programs, irrespective of country-specific designations.
2. You are solely responsible for ensuring compliance with UAE laws by providing accurate and timely disclosures of your entity's information to relevant government authorities. Failure to meet these obligations may result in penalties for which we hold no liability.
3. We will not disclose your entity's information without explicit, written authorization from you. Disclosures will only be processed upon receipt of necessary instructions and payment of applicable fees.
4. Any penalties or adverse consequences arising from delayed or incomplete disclosures, or non-payment of required fees, remain your responsibility.
5. As mandated by law, we are required to conduct due diligence on clients to verify the authenticity of the information and documents provided. By engaging our services, you confirm the accuracy of the information submitted and certify that all provided documents are true and valid.
6. You agree to complete identification (ID), face, and document verification before applying for any services through our Website. We may request additional documentation or background checks as necessary.
7. In certain cases, enhanced due diligence may be required to assess your source of funds, business relationships, or potential risks associated with negative media or other factors. You agree to provide all requested information and documents promptly and truthfully, including declarations of politically exposed person (PEP) status, if applicable.
8. We reserve the right to decline or terminate services based on the results of standard or enhanced due diligence checks.
9. Submission of false or misleading information or documents will result in immediate service termination. You agree to indemnify us against any liabilities arising from the falsification of information or documentation.
10. You agree to notify us of any material changes to your entity's status, ownership, or operational activities that could impact compliance requirements.
11. Any information shared during due diligence is handled in compliance with our data protection policies and applicable laws to ensure your confidentiality is maintained.

### **14. Client Onboarding Process and Fee Refund Policy**

1. We will initiate the client onboarding process only upon receipt of full payment for the selected service. Successful onboarding is contingent upon:
  - Submission of all required documents in the requested format.



- Passing standard and, if applicable, enhanced due diligence checks.
2. The decision to onboard a client is solely at our discretion. We reserve the right to reject onboarding requests without obligation to provide detailed reasons.
  3. If onboarding is not completed after payment:
    - We will refund only the government fees associated with the service to the relevant authority, excluding any service or administrative fees.
    - If the paid amount solely comprises government fees, a maximum of 70% of this amount will be refunded to the client.
  4. Administrative and service fees are non-refundable under any circumstances, as they cover preliminary assessments and operational costs incurred during the onboarding process.
  5. Clients are responsible for ensuring the prompt submission of all necessary documents. Delays or non-compliance with document requests may result in the forfeiture of the paid fees and suspension of the onboarding process.
  6. Onboarding may be terminated at any stage if discrepancies, misrepresentations, or non-compliance are identified during the verification process.
  7. By initiating the onboarding process, you agree to provide accurate, verifiable, and complete information. Failure to comply with these requirements may lead to denial of services.
  8. We reserve the right to retain records of the onboarding process as required by law, irrespective of whether the onboarding is completed or terminated.

## **15. Bank Account Assistance Policy**

1. Our services are limited to guiding and assisting clients with the application process for opening a bank account. We do not guarantee the approval or successful opening of a bank account, as the decision is solely at the discretion of the respective banks.
2. Approval depends on various factors, including but not limited to:
  - The applicant's profile and financial history.
  - The nature and legitimacy of the applicant's business activities.
  - Bank-specific policies, which are subject to change without notice.
3. Fees charged for this service cover only the assistance and support provided during the application process. These fees are non-refundable, regardless of the outcome or rejection of the bank account application.
4. We are not liable for decisions made by banks, including application rejections or delays, nor do we have influence over the processing timelines or criteria used by banks.
5. You are responsible for:
  - Providing accurate and complete documentation.

- Responding promptly to additional information requests made by the bank.
  - Understanding and complying with the bank's terms, requirements, and processes.
6. We are not responsible for changes in banking regulations or internal policies that may affect your application or eligibility for opening a bank account.
  7. We reserve the right to retain records of the assistance provided for regulatory and operational purposes.
  8. While we assist in the application process, direct communication with the bank may still be required. All subsequent interactions with the bank after application submission remain the client's responsibility.

## **16. Change of Corporate Services Provider or Registered Agent**

1. If you wish to terminate our services related to any mainland, free zone, or offshore company, you must formally notify us in writing. To process your request and issue the required No-Objection Certificate (NOC), a disengagement fee of AED 5,000 will apply. This fee is mandatory regardless of the stage of service completion.
2. Prior to the issuance of the NOC, all outstanding payments, fines, or penalties associated with our services or the respective company must be cleared in full.
3. The issuance of the NOC will be subject to the successful verification of your account status and may require up to 14 working days from the date of your formal request and settlement of all dues.
4. Upon disengagement, IB Consulting LLC will no longer be responsible for managing or representing your company's interests with government authorities, free zones, or any other entities. You will be solely responsible for appointing a new corporate service provider or registered agent.
5. It is your responsibility to inform the relevant authorities or stakeholders about the change in service provider. Failure to do so may result in delays or penalties, for which we will not be liable.
6. Following disengagement, you agree not to directly approach or engage any affiliates, agents, or partners introduced by us during the course of our service provision, for a period of 12 months.
7. We reserve the right to revise the terms related to disengagement, including fees and processes, at any time, with updates published on our Website.
8. Upon termination of services, the following obligations will apply:
  - The client remains responsible for paying all service fees and any other charges accrued up until the effective date of termination, including any additional out-of-pocket expenses or administrative fees.
  - Any liabilities or debts incurred by the client during the course of the agreement will remain the responsibility of the client after termination, even if the termination occurs before the completion of the agreed services.

- No refunds will be provided for any service fees already paid unless otherwise stated in the service agreement or under specific circumstances outlined in the Refund Policy.
9. Upon termination, the client agrees to settle any outstanding liabilities, debts, or fees incurred prior to termination. If such debts are not settled in a timely manner, IB Consulting reserves the right to take appropriate legal action to recover the outstanding amounts, including interest or additional fees for late payment, in accordance with the terms of the service agreement.

## **17. Other Conditions**

1. These Terms and Conditions constitute the full and exclusive understanding between IB Consulting LLC (“we,” “us”) and the User (“you” “client”) regarding your use of the Website and its services. They replace all prior agreements, communications, or representations, whether written or oral, related to the matters herein. Any reliance on prior statements or assurances not expressly included in these Terms is disclaimed unless explicitly stated otherwise.
2. If any provision of these Terms is deemed invalid, unlawful, or unenforceable by a competent authority, such provision will be removed or modified to the extent necessary to comply with the law, without affecting the remaining provisions, which shall remain in full force and effect.
3. We reserve the right to delegate any aspect of the services offered through the Website to authorized agents, subcontractors, or affiliates. While these parties may execute the services, our responsibility to you remains as defined in these Terms.
4. We reserve the right to amend, modify, or replace any part of these Terms at our sole discretion and without prior notice. Updated Terms will be published on the Website, and continued use of the Website constitutes your acceptance of the changes. It is your responsibility to review these Terms periodically.
5. These Terms are governed by and construed in accordance with the laws of the United Arab Emirates, specifically those applicable in Dubai. Any disputes arising under these Terms will be subject to the exclusive jurisdiction of the courts of Dubai.
6. Our failure to enforce any provision of these Terms does not constitute a waiver of our rights to enforce such provisions at a later time.
7. We will not be liable for any delays, failures, or interruptions in the provision of services due to circumstances beyond our reasonable control, including acts of nature, government restrictions, technical failures, or other unforeseen events.
8. IB Consulting shall not be held liable for any failure or delay in the performance of its obligations under these Terms and Conditions if such failure or delay is due to events or circumstances beyond its reasonable control. These events, which shall be considered "Force Majeure," include, but are not limited to, the following:
  - Natural disasters, including earthquakes, floods, hurricanes, wildfires, or other extreme weather events.
  - Strikes, labor disputes, or work stoppages, whether involving IB Consulting’s workforce or external parties.
  - Pandemics, epidemics, or outbreaks of infectious diseases that disrupt normal business operations.

- Governmental actions, including changes in laws, regulations, or restrictions imposed by governmental authorities, either local or foreign.
  - War, terrorism, civil unrest, or other geopolitical events that significantly impact the ability to perform services.
  - Power failures, internet disruptions, or other technological failures affecting the provision of services.
  - Any other events or circumstances that are beyond IB Consulting's control and which could not have been prevented or mitigated by reasonable measures.
9. These Terms are drafted in English. If translated into another language, the English version will prevail in the event of any inconsistencies or ambiguities.
10. Section headings are provided for convenience only and do not affect the interpretation of the provisions herein.
11. These Terms are not intended to grant rights to any third party unless expressly stated otherwise.
12. We reserve the right to terminate or restrict access to the Website and its services, without liability or prior notice, in cases of breach of these Terms, illegal activity, or any other misuse of the Website.
13. To the maximum extent permitted by law, our liability for any claims arising under these Terms is limited to the amount paid by you for services rendered through the Website, excluding any incidental or consequential damages.