

Onyx *Legal* Consultancy FZE LLC

Sharjah Publishing City Free Zone · Licence 4429851.01

T E R M S

Terms of Use, Regulatory Status and Legal Disclaimer

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1. Purpose and Scope

- 1.1 These Terms set out (a) the terms on which Onyx Legal Consultancy FZE LLC (the **Firm**) permits the use of the Website, (b) a statement of the Firm's regulatory status, and (c) the legal disclaimer applicable to information made available by the Firm to the public, including through the Website.
- 1.2 These Terms apply to each Visitor of the Website and to each other person to whom the Firm makes available information of the kind described in paragraph 1.1(c), whether or not that person is a Client.
- 1.3 These Terms are read together with the documents identified in paragraph 13. The relationship between the Firm and a Client in respect of a matter is governed by the Engagement Letter for that matter and by the further documents identified in paragraph 13, in each case to the extent that those documents apply to the matter; nothing in these Terms reduces, modifies or excludes any obligation imposed on the Firm by Applicable Law that cannot be reduced, modified or excluded.
- 1.4 Nothing in these Terms, and nothing in any content made available through the Website, constitutes legal advice, an offer of legal-consultancy services or the basis of a Client relationship between the Firm and any person.

2. Definitions

- 2.1 In these Terms, unless the context otherwise requires:

“ADGM”	means the Abu Dhabi Global Market;
“Applicable Law”	means each law, regulation, decree, resolution, free-zone rule and binding regulatory direction that applies to the Firm in the United Arab Emirates;
“Client”	means a person who has engaged the Firm under an Engagement Letter;
“Content”	means text, images, illustrations, layout, graphics, video, audio, software, code, marks and other material made available through the Website;
“DIFC”	means the Dubai International Financial Centre;
“Engagement Letter”	means a written engagement agreement signed by a Client and the Firm, including any schedule, appendix or amendment to it;
“Firm”	means Onyx Legal Consultancy FZE LLC;
“SPCFZ”	means the Sharjah Publishing City Free Zone Authority;
“Terms”	means this document, comprising the Firm's terms of use, regulatory status statement and legal disclaimer;
“Visitor”	means a person who accesses the Website, by whatever means and for whatever purpose;
“Website”	means the Firm's public website, presently at https://www.onyxlegal.ae , and any subdomain or successor site operated by the Firm.

- 2.2 References to a statute, regulation or other instrument are to that statute, regulation or instrument as amended, replaced or supplemented from time to time.
- 2.3 Headings are for convenience only and do not affect the construction of these Terms.

3. The Firm and its Regulatory Status

- 3.1 The Firm is Onyx Legal Consultancy FZE LLC, a free-zone limited liability company established and licensed in the Sharjah Publishing City Free Zone, with commercial licence number 4429851.01 and registered office at Business Centre, Sharjah Publishing City Free Zone, Sharjah, United Arab Emirates.
- 3.2 As at the effective date of these Terms, the Firm holds the following affirmative registrations:
- (a) a commercial licence issued by the SPCFZ, identified at paragraph 3.1;
 - (b) registration on Part I of the Register of Legal Practitioners of the Courts of the Dubai International Financial Centre. Part I (under DIFC Courts Order No. 1 of 2025 and the predecessor instruments) is the part of the Register that permits the registered firm, through the practitioners listed by the firm under that registration from time to time, to issue and conduct proceedings before the DIFC Courts. The right of audience for oral advocacy before the DIFC Courts is conferred by registration of an individual practitioner in Part II of the Register, which is a separate registration in the name of an individual; the Firm, as such, does not hold a Part II registration in its own name, and Part II rights are held (where they are held) by individual practitioners;
 - (c) registered-user access to the eCourts platform of the Courts of the Abu Dhabi Global Market, for the electronic filing and case-management of proceedings where the Firm is lawfully entitled to act or acts through appropriately authorised counsel. Such access is administered by the ADGM Courts and is not a licence issued by the Registration Authority of the Abu Dhabi Global Market to provide legal services in or from the ADGM as a controlled activity under the Commercial Licensing Regulations and the Commercial Licensing Regulations (Controlled Activities) Rules made thereunder, and is not, of itself, a right of audience. Any right of audience before those Courts is held only to the extent that a qualifying individual practitioner holds it under the procedural rules of those Courts (including the requirements as to qualification and post-qualification experience under those rules); and
 - (d) registration with the UAE Federal Tax Authority for the purposes of the Federal Decree-Law No. 47 of 2022 on the Taxation of Corporations and Businesses, under Tax Registration Number 105454010700001. That registration is a Corporate Tax registration and is not a registration for value-added tax purposes.
- 3.3 As at the effective date of these Terms, the Firm does not hold, and the Firm does not represent that it holds, any of the following registrations:
- (a) registration with the United Arab Emirates Ministry of Justice as a registered advocate, or as an advocates' firm, under the Federal Law from time to time regulating the practice of the legal profession in the United Arab Emirates;
 - (b) a Legal Consultancy or Advocacy licence issued by the Government of Dubai Legal Affairs Department;
 - (c) a registration on Part II of the Register of Legal Practitioners of the Courts of the Dubai International Financial Centre in the name of the Firm;
 - (d) a licence issued by the Registration Authority of the Abu Dhabi Global Market for the carrying on of legal services as a controlled activity in or from the Abu Dhabi Global Market under the Commercial Licensing Regulations and the Commercial Licensing Regulations (Controlled Activities) Rules made thereunder; or
 - (e) a registration or licence as a public notary, as a sworn or otherwise authorised legal translator, or in any other reserved professional capacity not specifically identified at paragraph 3.2.

- 3.4 The Firm provides non-judicial legal consultancy within the scope of its Sharjah Publishing City Free Zone licence and applicable professional-regulatory requirements. Such consultancy may include legal opinions and advisory support, legal strategy and risk analysis, the drafting and review of contracts and documents, regulatory and governance advice, and dispute-resolution and enforcement-risk analysis.
- 3.5 Where relevant to a client's matter, those services may include analysis of UAE federal law, the laws and regulations of the Emirates of Dubai and Sharjah, and DIFC and ADGM law, rules and procedure. Unless expressly agreed in writing and permitted by the Firm's applicable registrations or authorisations, these services are provided as non-judicial legal consultancy only and not as advocacy, representation, filing, appearance, conduct of proceedings, or direct dealings on behalf of a client before any court, public prosecution, police authority, tribunal, judicial committee, rental dispute committee, tax dispute committee, or other body exercising judicial or quasi-judicial functions.
- 3.6 The Firm's services are subject to any applicable professional-registration, Ministry of Justice, Sharjah Judicial Department, Dubai Legal Affairs Department, DIFC Courts, ADGM Courts, free-zone or other competent-authority requirements.
- 3.7 Where a formal legal opinion on UAE federal law, Dubai law, Sharjah law, DIFC law or ADGM law is required for court, regulatory, lender, auditor, government, notarisation or other third-party-reliance purposes, the Firm will provide it only where it is within the Firm's applicable authorisations and competence. Otherwise, where appropriate, the Firm may arrange for the opinion to be reviewed, issued, co-issued or countersigned by an appropriately authorised practitioner, or may decline to provide the opinion in that form.
- 3.8 The conduct of proceedings by the Firm before any court or tribunal is subject to the procedural rules of that court or tribunal, including its rules on rights of audience, on representation, and on conduct.
- 3.9 Where any registration identified at paragraph 3.2 is suspended, withdrawn or otherwise ceases to be held by the Firm, or where the Firm obtains a further registration, or where any negative statement at paragraph 3.3 ceases to be accurate, these Terms shall be amended accordingly and the website-page reflecting these Terms shall be updated to reflect the change.

4. Use of the Website

- 4.1 The Firm grants each Visitor a limited, non-exclusive, non-transferable and revocable licence to access the Website and to view, download and print the Content for the Visitor's personal or internal business use only, subject to compliance with these Terms and with Applicable Law.
- 4.2 The following uses of the Website and of the Content are prohibited, save to the extent expressly permitted by the Firm in writing or by a non-excludable statutory exception or permitted use under Applicable Law:
- (a) any use that is unlawful, that infringes the rights of any person, or that breaches Applicable Law;
 - (b) any reverse engineering, decompilation, modification or alteration of the Website or of any software comprising the Website, except as expressly permitted by Applicable Law;
 - (c) any scraping, harvesting, extraction or other automated access to the Website or to the Content (including by means of any automated agent, bot, crawler or similar technology), save (i) for indexing by a public search engine in accordance with publicly accepted standards, (ii) as expressly permitted by the Firm in writing, or (iii) as permitted by the Website's robots-exclusion file from time to time;
 - (d) the use of the Website, of the Content, of any extract of the Content, or of any data derived from the Website or the Content, to train, fine-tune, evaluate, ground, retrieve or otherwise

develop any artificial-intelligence model, large language model, machine-learning system or similar system, save with the prior express written consent of the Firm;

- (e) the use of the Website to transmit unsolicited communications, viruses, malicious code, or material designed to interfere with the Website or with any person's use of the Website;
- (f) any framing, embedding or deep-linking that misrepresents the Firm, the Content, or the source or context of any part of the Content;
- (g) any use that imposes an unreasonable or disproportionate load on the Website or its infrastructure; and
- (h) any use that the Firm reasonably notifies the Visitor to discontinue.

4.3 The Firm may, in accordance with paragraph 11, suspend or terminate a Visitor's access to the Website where the Visitor breaches these Terms, breaches Applicable Law, or otherwise uses the Website in a manner that the Firm reasonably considers to require suspension or termination.

5. Information on the Website, No Legal Advice and No Warranty

5.1 The Content is provided for general information only. It is not, and is not intended to be, legal advice, professional advice, or a substitute for advice that takes account of the specific facts and circumstances of a particular matter and that is provided under an Engagement Letter.

5.2 No Client relationship between the Firm and any person arises by reason only of:

- (a) a person's access to or use of the Website;
- (b) a person's reading of, downloading of, or reliance on the Content;
- (c) the submission of a contact form, enquiry, communication or document to the Firm, whether through the Website or otherwise; or
- (d) a pre-engagement discussion, meeting or communication between the Firm and any person.

5.3 A Client relationship arises only on the signing of an Engagement Letter by the Client and the Firm, and on the completion of the onboarding requirements set out in paragraph 4 of the Client Onboarding, Anti-Money Laundering, Sanctions and Source of Funds Notice.

5.4 The Content is provided in the context of the laws of the United Arab Emirates and of the free zones and jurisdictions in which the Firm holds registrations identified at paragraph 3.2. The Firm makes no representation as to the application of any other system of law to the matters addressed in the Content, and the Content is not legal advice in respect of any other system of law.

5.5 The Firm makes no representation, warranty or undertaking that the Content is current, accurate, complete, up to date, free from error or omission, or suitable for any particular purpose. Applicable Law, regulatory positions and the Firm's circumstances may change after the Content is published, and the Content may not reflect any such change.

5.6 The Content may be amended, supplemented, replaced or withdrawn by the Firm at any time and without notice.

6. Limitation of Liability

6.1 To the maximum extent permitted by Applicable Law, the Firm shall not be liable to any Visitor or to any other person for any loss, damage, cost or expense (including any indirect, special, consequential or economic loss) arising out of, or in connection with:

- (a) the use of, the access to, or the reliance on the Website or the Content;

- (b) any error, omission, inaccuracy or change in the Content;
 - (c) the unavailability, suspension, modification or withdrawal of the Website or any part of the Content;
 - (d) any unauthorised access to, or interference with, the Website;
 - (e) any link to, or any content of, a third-party website or resource referred to in paragraph 8; or
 - (f) any user submission referred to in paragraph 9.
- 6.2 Nothing in these Terms (and, in particular, nothing in paragraph 6.1) excludes or limits any liability that cannot, as a matter of Applicable Law, be excluded or limited, including any liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) gross negligence or wilful misconduct;
 - (c) a failure to comply with any data-security or related obligation imposed on the Firm by the PDPL, by the DIFC Data Protection Law, by the ADGM Data Protection Regulations or by any other Applicable Law relating to the protection of personal data;
 - (d) a failure to comply with any consumer-protection right that cannot be excluded under Applicable Law; or
 - (e) any obligation imposed on the Firm by the rules of professional conduct applicable to the Firm.
- 6.3 The disclaimers and limitations of liability set out in these Terms are without prejudice to the obligations of the Firm to a Client under the Engagement Letter for the relevant matter, and to the obligations of the Firm to a Client under the further documents identified in paragraph 13.

7. Intellectual Property

- 7.1 The Website and the Content are, and remain, the intellectual property of the Firm or of the Firm's licensors. The licence granted by paragraph 4.1 is a licence to use; it is not, and shall not be construed as, a transfer of any intellectual-property right in the Website or in the Content.
- 7.2 The name **Onyx Legal**, the firm name **Onyx Legal Consultancy FZE LLC**, the Firm's logo, wordmark and visual identity are the intellectual property of the Firm. The Firm reserves all rights in respect of those names, marks and identity, and does not authorise their use save where a non-excludable statutory exception or permitted use under Applicable Law applies or where the Firm has given its prior express written consent.
- 7.3 Paragraph 7.2 does not preclude an accurate reference to the Firm by name, or a hyperlink to a page of the Website in a manner that does not misrepresent the Firm or the source or context of the Content, in either case in accordance with Applicable Law.

8. Third-Party Links and Resources

- 8.1 The Website may contain links to websites, resources and content operated, made available or published by third parties. Such links are provided for the convenience of Visitors only.
- 8.2 A link to a third-party website, resource or content does not constitute an endorsement by the Firm of that website, resource or content, of the operator or publisher thereof, or of any product, service, view or position expressed therein.
- 8.3 The Firm does not control, and is not responsible for, the availability, content, security, accuracy, legality, privacy practices or other aspects of any third-party website, resource or content to which the Website links, and the Firm shall not be liable for any loss or damage arising in connection therewith.

9. User Submissions

- 9.1 Where the Website provides a contact form, an enquiry facility or any other means by which a Visitor may submit information to the Firm, the Visitor shall not submit through that channel any confidential, sensitive or privileged information. A submission of such information through a general public channel is, in particular, addressed in paragraph 1.5 of the Communications, Cybersecurity and Payment Security Notice and in paragraph 1 of the Privacy, Cookies and Data Handling Notice.
- 9.2 The Firm is not obliged to read, to respond to, or to act upon any submission made through the Website or otherwise to the Firm before a Client relationship has been established under paragraph 5.3.
- 9.3 A submission made by a Visitor does not, of itself, give rise to a Client relationship, to an obligation on the Firm to keep the submission confidential beyond the requirements of Applicable Law, or to a duty of care owed by the Firm to the Visitor.
- 9.4 Personal Data submitted to the Firm is processed in accordance with the Privacy, Cookies and Data Handling Notice.

10. Privacy, Cookies and Communications

- 10.1 The Firm's processing of Personal Data, the Firm's use of Cookies and similar technologies, and the rights of Data Subjects in relation thereto are addressed in the Privacy, Cookies and Data Handling Notice.
- 10.2 The Firm's standards for sending, receiving and authenticating Communications, for processing payments and for the cybersecurity of Communications and payments are addressed in the Communications, Cybersecurity and Payment Security Notice.

11. Modification, Suspension and Termination

- 11.1 The Firm may amend these Terms from time to time. The version of these Terms in force in respect of a Visitor's access to the Website is the version published on the Website with an effective date that is not later than the date of that access. Where these Terms apply to the conduct of a matter under an Engagement Letter, the applicable version is as identified in paragraph 14.2.
- 11.2 The Firm may modify, suspend, withdraw, restrict, replace or discontinue the Website, or any part of the Website or of the Content, at any time and without notice.
- 11.3 The Firm may, without notice, suspend or terminate the Visitor's access to the Website where the Visitor breaches these Terms, breaches Applicable Law, or uses the Website in a manner that the Firm reasonably considers requires suspension or termination. The Firm's exercise of its rights under this paragraph 11.3 is without prejudice to any other right or remedy available to the Firm under Applicable Law.

12. Governing Law and Jurisdiction

- 12.1 These Terms, and any non-contractual obligation arising out of or in connection with these Terms, are governed by, and shall be construed in accordance with, the laws of the United Arab Emirates.
- 12.2 Subject to paragraph 12.3, the competent courts of Sharjah, United Arab Emirates have exclusive jurisdiction to determine any dispute arising out of or in connection with these Terms or with the use of the Website.
- 12.3 Paragraph 12.2 does not exclude the mandatory jurisdiction of (a) the Courts of the DIFC or the Courts of the ADGM in respect of the conduct of proceedings before those Courts to which the Firm is a party;

or (b) any other court or tribunal that has, under Applicable Law, mandatory jurisdiction in respect of a particular matter notwithstanding the submission to jurisdiction in paragraph 12.2.

- 12.4 The submission to jurisdiction in paragraph 12.2 does not, of itself, displace, vary or supplement any forum agreed in an Engagement Letter in respect of a particular matter; the forum identified in such an Engagement Letter shall govern that matter to the extent that it so provides.

13. Cross-References

13.1 These Terms are read together with:

- (a) the Client Onboarding, Anti-Money Laundering, Sanctions and Source of Funds Notice (OL-POL-01);
- (b) the Communications, Cybersecurity and Payment Security Notice (OL-POL-02);
- (c) the Privacy, Cookies and Data Handling Notice (OL-POL-03);
- (d) the Fees, Billing, Payment and Billing Integrity Policy (OL-POL-04); and
- (e) the Engagement Letter agreed in respect of each matter.

14. Versioning, Review and Controlling Language

14.1 These Terms are identified for filing and reference as document OL-POL-05.

14.2 The version and effective date are recorded in the document control block on the title page; the review date is maintained in the Firm's internal document-control register. For a Visitor's access to the Website, the applicable version is as set out in paragraph 11.1. Where these Terms apply to a matter conducted under an Engagement Letter, the applicable version is the version in force on the date that Engagement Letter is signed by the Client and the Firm, save where the Engagement Letter expressly provides for amendments to take effect during the matter on prior written notice to the Client.

14.3 The English language text of these Terms is the controlling text. Where an Arabic language version is issued and a discrepancy arises between the two language versions, the Arabic version shall prevail to the extent required by Applicable Law.

14.4 The Firm shall review these Terms not later than the review date recorded in the Firm's internal document-control register, and earlier where a change in Applicable Law, in the Firm's registrations or other circumstances, or in the Website so requires.

15. Contact

15.1 Queries about these Terms, or about the Website, may be addressed to info@onyxlegal.ae. Queries concerning Personal Data and rights under the Privacy, Cookies and Data Handling Notice should be made in accordance with paragraph 10 of that Notice. Queries concerning Communications or payments should be made in accordance with paragraph 8 of the Communications, Cybersecurity and Payment Security Notice. Queries concerning Fees, Invoices or billing should be made in accordance with paragraph 13 of the Fees, Billing, Payment and Billing Integrity Policy.