

## **1. INTRODUCTION & BINDING ACCEPTANCE**

This disclaimer forms a legally binding agreement between the Applicant (“you”, “your”) and TAGMOA (“we”, “our”, “Association”), the Association of Franchise & Trademarks in the UAE & Middle East.

By clicking “I ACCEPT” or proceeding with the application process, you explicitly confirm that you:

- Have read, understood, and agreed to all the terms and conditions herein;
- Consent to TAGMOA’s collection, processing, retention, and use of your data;
- Waive any claim against TAGMOA arising from lawful and reasonable use of submitted data;
- Agree to comply with the ethical and professional standards outlined herein.

If you do **not accept**, you must not proceed to access or submit any part of the membership application.

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## **2. DATA PRIVACY, COLLECTION & CONSENT**

TAGMOA operates in full compliance with:

- **UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (PDPL);**
- Applicable **international data protection regulations**, including but not limited to **GDPR (EU), OECD Privacy Guidelines, and APEC Privacy Framework.**

By submitting the application, you **voluntarily consent** to TAGMOA’s right to:

### **a. Collect the following data categories, including:**

- Personal identifiers (e.g., name, ID, nationality);
- Contact information (e.g., phone, email, address);
- Corporate data (e.g., trade license, registration numbers, financial and operational details);
- IP-related data (e.g., trademarks, logos);
- Commercial, demographic, and business model information.

**b. Process and use your data for the following lawful purposes:**

- Verification and due diligence of membership applications;
- Internal reporting, analytics, and strategic development;
- Public communications, membership directories, or promotional initiatives;
- Sharing with verified third parties (e.g., strategic partners, regulatory bodies, service providers) under contractual and ethical obligations;
- Legal compliance, dispute resolution, or regulatory cooperation;
- Franchising, licensing, and IP advisory services aligned with TAGMOA's mission.

TAGMOA may retain the data for as long as required for its legitimate interests, or until you exercise your right to request lawful erasure, subject to legal exceptions.

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### **3. USE OF DATA & LIMITATION OF LIABILITY**

TAGMOA reserves the right to:

- Use your data in a **commercially reasonable, law-abiding, and ethically justified** manner in support of association objectives;
- Contact you for surveys, research, publications, or sector-related initiatives;
- Include your organization in professional directories or sector-specific studies, subject to confidentiality safeguards.

You understand and agree that:

- TAGMOA **does not sell your data** for direct commercial gain;
  - TAGMOA assumes **no liability** for third-party access or misuse where proper safeguards were implemented;
  - TAGMOA is under no obligation to provide data access logs unless required by law.
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### **4. ETHICAL CODE OF CONDUCT & PROFESSIONAL REPRESENTATIONS**

By applying to join TAGMOA, you and your affiliated organization declare that you will adhere to:

**a. Business Ethics & Franchise Conduct:**

- Promote ethical franchising and transparent business dealings;
- Avoid deceptive marketing, coercive practices, or rights violations;
- Respect intellectual property rights of all stakeholders;

- Uphold fair treatment of franchisees, employees, and consumers.

**b. Compliance with UAE Laws:**

- Comply with all applicable **UAE Federal Laws**, including commercial, cybercrime, consumer protection, and intellectual property regulations;
- Abide by any relevant **Free Zone Authority** regulations or DED (Department of Economic Development) requirements;
- Immediately notify TAGMOA of any investigation, litigation, or sanction that may affect your eligibility.

**c. Non-Discrimination & Anti-Corruption:**

- You will not engage in discrimination on the basis of race, nationality, religion, gender, or disability;
- You declare that neither you nor your business is involved in any activity that violates **UAE Anti-Money Laundering Law, Anti-Terrorism Law, or international anti-bribery conventions.**

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## 5. INTELLECTUAL PROPERTY RIGHTS & USAGE

All trademarks, logos, and proprietary information submitted remain your legal property. However, by submitting, you grant TAGMOA a **non-exclusive, royalty-free license** to use this information in:

- Promotional materials;
- Public-facing membership directories;
- Events, training materials, or educational content;
- Stakeholder or government presentations in support of franchising in the region.

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## 6. NO AUTOMATIC RIGHT TO MEMBERSHIP

Submission of this application does **not constitute membership** in TAGMOA nor create any right to demand such. All applications are subject to internal review, due diligence, and approval by TAGMOA's Board or Secretariat. TAGMOA reserves the **unilateral right to accept, reject, suspend, or revoke** any application without prior notice or justification.

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## 7. GOVERNING LAW & DISPUTE RESOLUTION

This agreement shall be governed by the laws of the **United Arab Emirates**, including:

- **Federal Law No. 5 of 1985 (UAE Civil Transactions Code);**
- **Federal Decree Law No. 45 of 2021 (PDPL);**
- **Commercial Agencies Law (Federal Law No. 3 of 2022).**

Any disputes arising shall be subject to:

- **Exclusive jurisdiction of the courts of Abu Dhabi**, unless otherwise agreed by arbitration under the **Abu Dhabi Commercial Conciliation & Arbitration Centre (ADCCAC)** or any mutually agreed arbitral body.
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## 8. FINAL CONSENT & LEGAL EFFECT

By checking the box below and proceeding, you:

- Affirm that you are authorized to act on behalf of the applying entity or as an individual applicant.
- Accept the full terms and legal implications of this disclaimer.  
Waive any right to object to TAGMOA's use of your data in accordance with the terms herein.