Client Portal Terms of Use

Version 1.1 · in force from 11 November 2026
Fingerprint (SHA-256) of this text: `6a4c2a4f06e757bbcdca0e62433d684c6ec08acd2ef4c106e8b264a214d94bcd`

1. Introduction and Interpretation

1.1 These Terms of Use (the "Terms") govern access to and use of the Polaris Client Portal at portal.polaris.ae, whether through a web browser or as an application installed on a phone or computer (the "Portal"). The Portal is operated by Polaris Corporate Services FZ-LLC, a licensed Corporate Service Provider holding United Arab Emirates commercial licence 47005949, with its registered office at S18W1002, Shed No. 18, Al Hulaila Industrial Free Zone, Ras Al Khaimah ("Polaris"). Polaris provides its services from the United Arab Emirates.

1.2 These Terms supplement the Polaris Terms of Service and Privacy Policy, which apply to the Portal in full. The services themselves are governed by the Client's Engagement Letter. In the event of any conflict, the Engagement Letter prevails, followed by these Terms in respect of any matter concerning the Portal, and then the Terms of Service.

1.3 Terms defined in the Terms of Service have the same meaning in these Terms. In addition:

- **Account** means the personal sign-in credentials issued to one individual.
- **Atlas** means the artificial intelligence assistant within the Portal.
- **Authorised User** means any individual invited to the Portal by the Owner or by Polaris, with the role assigned to them.
- **Client** means the person or entity that has engaged Polaris.
- **Client Content** means all documents, information and messages placed in the Portal by or on behalf of the Client.
- **Company** means each company, foundation, trust or other entity whose file Polaris holds for the Client.
- **Matter** means any piece of work Polaris carries out for the Client, such as an incorporation, renewal, amendment or visa application.
- **Owner** means the individual nominated by the Client to control its Portal access. Polaris treats the Owner's instructions on Portal access as the Client's instructions.
- **you** means the individual using the Portal under an Account.

1.4 In these Terms, headings are for convenience only; "including" and similar words mean "including without limitation"; and a reference to a clause is to a clause of these Terms unless stated otherwise.

1.5 By selecting "I accept", you agree to be bound by these Terms in your own right. If you act for a Client, you further represent and warrant that you are duly authorised to accept these Terms on its behalf, and the Client is bound accordingly.

2. Accounts and Security of Access

2.1 Accounts are opened only by invitation from Polaris or the Owner. Each Account is personal to one individual and shall not be shared, transferred or used by any other person.

2.2 Access requires a password and a second authentication step: a code generated by an authenticator application or a code sent by e-mail. You may ask the Portal to remember a device that you alone use for up to 30 days.

2.3 You shall keep your password, codes and devices secure, sign out of shared devices, and notify Polaris immediately at compliance@polaris.ae or +971 4 325 3133 if you suspect any unauthorised use of your Account. Polaris may require a new password or authentication step at any time.

2.4 Polaris will never ask for your password or a sign-in code by e-mail, telephone or message. Any such request should be treated as fraudulent and reported to Polaris.

2.5 You are responsible for all activity under your Account until you notify Polaris that it was not you, and Polaris may act on any instruction, document or approval given through it.

3. Companies, Matters and Records

3.1 An Account may give access to several Companies. You will see a Company only where the Client has engaged Polaris in respect of it and you are its Owner or an Authorised User for it.

3.2 Matter stages shown in the Portal, such as "documents requested", "submitted to the authority" or "approved", are indicative only. Authorities set their own timetables and may request further information. Unless the Engagement Letter provides otherwise, any dates shown are estimates and not commitments.

3.3 Company records shown in the Portal, including licence details, shareholders, officers and expiry dates, reflect the information held by Polaris. They are not an official extract from any register, and the records of the registering authority prevail.

3.4 Expiry and renewal reminders are provided as a courtesy. Compliance with renewal and filing deadlines remains the Client's responsibility, save to the extent Polaris has expressly undertaken it in the Engagement Letter.

3.5 Fees are not published in the Portal; they are agreed in the Engagement Letter or a written proposal. Invoices may be displayed in the Portal for convenience, and clause 6 of the Terms of Service applies to them.

4. Documents and Client Content

4.1 Where Polaris requests a document, you shall upload a clear, complete and current copy of the document requested.

4.2 By uploading a document, you represent and warrant that it is genuine and accurate and that you are entitled to share it. Where it contains personal data of others, including shareholders, officers, employees and family members, you further represent that they have been informed and that you have a lawful basis to share it with Polaris. If a document is not genuine, or you had no right to share it, clause 13 of the Terms of Service applies and the Client shall indemnify Polaris against its resulting losses.

4.3 Polaris may request originals, certified or attested copies, or a replacement copy where a document is unclear, expired or inconsistent with its records.

4.4 The Portal automatically reads basic details from uploads, such as document type, names, numbers and dates, to assist Polaris's team. Such readings may be inaccurate and do not constitute verification; documents are reviewed and accepted by Polaris's staff.

4.5 Polaris may refuse or remove any file that is unreadable, excessive in size or appears harmful.

4.6 Client Content remains the property of the Client. The Client grants Polaris the right to store, copy, read and otherwise process Client Content as necessary to provide the services, comply with its legal obligations and operate the Portal. Polaris may also use information that identifies no person or Company to improve the Portal.

4.7 Removing a file from your view does not delete any copy Polaris is required to retain (clause 9.4).

5. Authorised Users and Roles

5.1 The Client controls its information and decides who may access it. The Owner may invite, change and remove Authorised Users at any time, Company by Company.

5.2 Each Authorised User holds one of the following roles, which the Owner may narrow or widen, section by section, except that only Owners and Administrators manage access and download full Company files:

Role	Sees	Can
Owner	Everything for the Companies they control	Invite and remove people, upload, reply, sign, download full Company files
Administrator	Everything for the Companies assigned to them	As the Owner, except replacing the Owner
HR	Employee list, employee and family visa files, expiry dates, and the ownership structure	Upload and follow employee requests
Assistant	Open requests, messages and Matter stages	Upload requested documents and reply; no signing, no full-file download

5.3 By inviting an Authorised User, the Client instructs Polaris to make available to that person whatever their role, as adjusted by the Owner, permits, including personal data of others such as shareholders, beneficial owners, employees and their families. The Client is responsible for having a lawful basis for that disclosure and for informing the individuals concerned. Polaris acts on that instruction and bears no responsibility for the use the invited person makes of the information.

5.4 The structure view displays the ownership chain above a Company, including parent entities and ultimate beneficial owners. A person holding a role only at a parent level appears in that chain and not as part of the Company itself.

5.5 The Client is responsible for the acts and omissions of its Authorised Users as if they were its own, and shall remove access promptly when a person leaves or no longer requires it.

5.6 A Portal role confers access to information only. Corporate decisions, including changes to shareholders, officers or signatories, require the authority prescribed by the Company's constitutional documents or a valid power of attorney.

5.7 Polaris may decline or withdraw any person's access for reasons of security, anti-money-laundering, sanctions or conflicts of interest, or where access appears inconsistent with the Client's records. Polaris will inform the Owner unless prohibited by law.

6. Atlas, the Portal Assistant

6.1 Atlas is an artificial intelligence assistant that answers questions and prepares summaries within the Portal. It draws on Client Content and Company records, the Polaris UAE Legal Library, content published on polaris.ae and general legal knowledge.

6.2 Atlas's answers are general information generated automatically and may be incomplete, out of date or incorrect. They do not constitute legal, tax, audit or investment advice (clause 4.3 of the Terms of Service). Only written advice issued by Polaris under the Engagement Letter binds Polaris, and any material point should be confirmed with your Polaris team.

6.3 Atlas may indicate that an upload appears not to match a request, for example an Emirates ID uploaded in place of a passport, or that a document appears expired or illegible. Such indications are suggestions only. You

decide whether to replace the file, and Polaris's staff decide whether a document is accepted. Atlas takes no decision with legal effect.

6.4 Atlas has access only to the information your Account may access, and never draws on other clients' information.

6.5 To respond, Atlas transmits your question and the relevant extracts of Client Content to Polaris's AI provider, Anthropic, PBC, in the United States, through its commercial API. Under Anthropic's Commercial Terms, Anthropic may not train its models on that content, and its data processing addendum forms part of those terms. Clause 9 governs this transfer outside the UAE.

6.6 Your conversations with Atlas are retained with the Client file for as long as the Client remains a client of Polaris and your consent remains in force. You give that consent in the Portal before your first conversation and may withdraw it at any time by writing to legal@polaris.ae. Polaris will then delete your conversations, as it will when the client relationship ends, save for any record that clause 9.4 requires it to retain. The Owner may disable Atlas for its Companies.

6.7 Atlas is not to be relied upon for urgent matters or deadlines, which should be raised directly with your Polaris team.

7. Communications, Notifications and Electronic Signatures

7.1 Messages sent through the Portal form part of the Client's record. Polaris's team reviews them on UAE working days, and a message is deemed received when Polaris's team reads it on a UAE working day. A Portal message does not constitute formal notice under the Engagement Letter, and a deadline communicated only by message binds Polaris once Polaris confirms it.

7.2 Before acting on an instruction with legal or financial effect, Polaris may verify it by telephone or through another channel it already holds for you. Polaris may decline to act on any instruction it cannot verify and shall not be liable for any resulting delay. Polaris will never change its bank details by message or e-mail; any such change must be confirmed with Polaris on +971 4 325 3133.

7.3 The Portal sends notifications by e-mail, by browser or phone alert, and by Telegram where you have linked it. Alerts contain as little detail as possible. Delivery is not guaranteed, and no alert should be relied upon to meet a deadline. Telegram, Apple, Google and other messaging services operate under their own terms.

7.4 Documents may be signed in the Portal using Polaris Sign. Your electronic signature, together with the record of how you were identified, when and from where you signed, and the fingerprint of the signed file, is intended to satisfy any requirement for a signature under Federal Decree-Law No. 46 of 2021 on Electronic Transactions and Trust Services. Where a law or authority requires notarisation, a wet-ink signature, attestation or a qualified electronic signature (for example through UAE PASS), that requirement continues to apply and Polaris will inform you.

8. Downloads, Records and Full Company Files

8.1 The Owner and Administrators may download a Company's full file as a single archive containing its documents, company records and an index. Other Authorised Users may download only what their role, as adjusted by the Owner, permits.

8.2 The full file contains Client Content and company records. It excludes Polaris's internal notes, compliance assessments and anything Polaris is prohibited by law from disclosing.

8.3 Every download is logged, recording who downloaded what and when. The Portal's records of sign-ins, uploads, downloads, messages and acceptances constitute evidence of the matters they record unless proven

otherwise.

8.4 Downloaded files leave the protection of the Portal, and the Client is responsible for their security. Downloads remain available while the engagement is active and for 90 days after it ends; thereafter Polaris will provide copies on request and may charge a reasonable fee for them.

9. Data Protection and Security

9.1 Polaris processes personal data in the Portal as described in its Privacy Policy and in accordance with Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (the "Personal Data Protection Law"). The Client remains responsible for the personal data it provides about others (clauses 4.2 and 5.3).

9.2 The Portal uses the following service providers, each bound by contract to protect the data and to use it solely to provide its service:

Service	Provider	Location	What it receives
Portal hosting and e-mail	Tasjeel (Host Arabia FZ-LLC), on Akamai Cloud (Linode) servers	Frankfurt, Germany	All Portal data; files are stored encrypted
Document editor	Oracle Cloud	Dubai, UAE	A document while it is open in the editor
Atlas	Anthropic, PBC (commercial API)	United States	Your question and the extracts needed to answer it
Invoices	Zoho Books	UAE	Billing name, contact and invoice details
Phone and browser alerts	Apple, Google, Mozilla	Various	Alerts encrypted so the service cannot read them
Telegram alerts, if linked	Telegram Messenger Inc.	Data centres worldwide; Telegram does not name them	The alert text
WhatsApp, if you message us there (the Portal itself sends nothing by WhatsApp)	WhatsApp LLC (Meta)	Meta data centres worldwide, including the United States	What you send us; end-to-end encrypted and deleted from WhatsApp's servers once delivered

9.3 Certain data is processed outside the UAE, on the hosting servers in Germany and by those providers listed above that are located outside the UAE. Polaris transfers such data only with the safeguards required by the Personal Data Protection Law.

9.4 Polaris retains customer due diligence and transaction records for at least five years after the relationship ends, as anti-money-laundering legislation requires, and tax records for the periods prescribed by tax legislation. Records subject to these obligations cannot be deleted on request before the applicable period expires; Polaris will instead restrict their use.

9.5 Family visa files may include data of children and the results of medical fitness tests. Polaris uses such data solely for the application concerned and protects it under the same controls as other Client Content.

9.6 Polaris implements technical and organisational measures appropriate to the nature of the data it processes, including encryption of stored files with keys held by Polaris, encryption of all connections, two-step sign-in, role-based access, logging of access and downloads, and regular backups. Polaris reviews and updates these measures regularly in line with developments in technology and emerging risks. No system is entirely secure, and Polaris does not warrant that the Portal will be free from unauthorised access.

9.7 If Polaris becomes aware of a breach affecting personal data in the Portal, it will take reasonable steps to contain it and will notify you and the UAE Data Office as the Personal Data Protection Law requires.

9.8 Polaris selects its service providers with reasonable care and binds them by contract to protect the data. If a provider listed in clause 9.2 suffers a security incident affecting Client Content, Polaris will notify you once informed by the provider, require the provider to contain and remedy it, and pursue its rights against the provider where appropriate. Subject to clause 12.3, Polaris shall not be liable for loss caused by such an incident unless it results from Polaris's own failure to exercise reasonable care in selecting or instructing the provider.

9.9 To exercise your rights in respect of your personal data, write to legal@polaris.ae. Polaris will respond within the period set out in the Privacy Policy.

10. Acceptable Use and Intellectual Property

10.1 Clause 10 of the Terms of Service applies to the Portal. In particular, you shall not:

- attempt to access another person's Account, another client's data, or any part of the Portal not open to you;
- upload malicious code, or files you have no right to share;
- copy the Portal by automated means, test its security or reverse-engineer it without Polaris's prior written consent;
- ask Atlas to reveal information outside your access, or use it to produce unlawful or misleading content;
- use the Portal for any unlawful purpose, including evading sanctions or concealing beneficial ownership; or
- impersonate any person or misrepresent your authority to act for a Company.

10.2 Polaris may investigate any suspected misuse and report it to the competent authorities where required by law.

10.3 The Portal, its software and design, the Polaris UAE Legal Library and Atlas are the property of Polaris or its licensors. You may use them, and Atlas's answers, solely for the Client's own business, and you shall not copy, resell or publish the Portal or the Library. Client Content remains the Client's (clause 4.6).

11. Availability, Suspension and Termination of Access

11.1 Polaris endeavours to keep the Portal available at all times but does not guarantee uninterrupted availability, and will give notice of planned maintenance where practicable. The Portal is a working channel and not an archive; the Client should retain its own copies of the documents it requires.

11.2 Polaris may change, add or withdraw Portal features, and will give advance notice of any change that materially reduces the functionality available to you.

11.3 Polaris may suspend an Account or an Authorised User with immediate effect for reasons of security, suspected misuse, anti-money-laundering or sanctions, at the Client's request, or while an invoice remains more than 30 days overdue. Clause 15 of the Terms of Service also applies.

11.4 When the engagement ends, Portal access ends 90 days later, and anything required should be downloaded before then (clause 8.4). Polaris's record-keeping obligations continue after access ends (clause 9.4).

11.5 Clauses 4.2, 5.3, 5.5, 9.4, 10 and 12 survive the end of the engagement and of your access.

12. Limitation of Liability

12.1 Clauses 12 and 13 of the Terms of Service apply to the Portal. Polaris's total liability for any matter arising out of or in connection with the Portal is subject to the cap in clause 12.3 of the Terms of Service: the professional fees paid by the Client to Polaris under the relevant Engagement Letter in the 12 months

immediately preceding the event giving rise to the liability.

12.2 Within that limit, Polaris shall not be liable for any loss arising from:

- use of your Account by any person who obtained your sign-in details other than through Polaris's fault;
- acts of Authorised Users, or information they received on the Client's instruction (clause 5.3);
- reliance on Atlas answers, automatic readings of documents, or indicative Matter stages and dates;
- delayed or failed notifications, or the services of third-party messaging providers;
- interruptions of the Portal, including maintenance and failures of the providers listed in clause 9.2 or of internet and telephone networks, unless caused by Polaris's own fault;
- a security incident at a provider listed in clause 9.2, save as set out in clause 9.8; or
- files after they have been downloaded from the Portal.

12.3 Nothing in these Terms excludes or limits any liability that cannot be excluded or limited under UAE law.

13. Amendments, Acceptance, Complaints and Governing Law

13.1 Polaris may amend these Terms. The version and its effective date appear at the top. Polaris will present any new version at your next sign-in, together with a summary of the changes, and ask you to accept it. Until you do, you may still download your files and contact Polaris.

13.2 Polaris records each acceptance, including the version, a fingerprint of the exact text accepted, the date and time, the IP address, and the browser and device used. This record constitutes evidence of your acceptance and may be downloaded from your Account page.

13.3 These Terms remain available from the footer of every Portal page.

13.4 Complaints concerning the Portal follow clause 16 of the Terms of Service: write to legal@polaris.ae or use Messages. Polaris will acknowledge a complaint within 5 UAE working days and give a final response within 30 days.

13.5 Formal notices to Polaris under these Terms shall be sent to legal@polaris.ae. Polaris may give notice to you through the Portal or to the e-mail address of your Account.

13.6 If any provision of these Terms is held invalid or unenforceable, the remaining provisions continue in full force. No failure or delay by Polaris in exercising a right constitutes a waiver of it. Polaris may assign or subcontract its rights and obligations under these Terms, including to a member of its group or a successor to its business, on notice to you; you may not assign yours. Polaris shall not be liable for any delay or failure caused by events beyond its reasonable control.

13.7 These Terms are governed by the federal laws of the United Arab Emirates as applied in the Emirate of Dubai. The Courts of Dubai have exclusive jurisdiction, as set out in clause 19 of the Terms of Service.

13.8 Translations are provided for convenience only. In the event of any inconsistency, the English text prevails.

13.9 Contact: Polaris Corporate Services FZ-LLC, PO Box 73940, Dubai · +971 4 325 3133 · Portal support compliance@polaris.ae · Legal and data protection legal@polaris.ae.