



MERCHANT -TERMS AND CONDITIONS

1. INTRODUCTION

Hey Karry FZ LLC (“Hey Karry”) is an e-commerce company that provides an internet based network using digital technology that aims to connect Carriers, Merchants and/or other businesses.

Merchant is a user engaged in selling of goods, including food/non-food items and operating with Hey Karry Platform for its carriage services through Carriers.

Carrier is a provider of carriage services, authorized to conduct the carriage services contemplated by these Terms in the geographic location(s) in which Carrier operates.

Hey Karry's software permits Merchants to place orders for carriage of goods (food/non-food items) for their respective consumer orders.

In consideration of the above, as well as the mutual promises described herein, Hey Karry and Merchant (collectively "the parties") agree as follows:

1.1. The Hey Karry service is designed to connect the Merchant (“you or your”) with a Carrier to carry out Carriage services on your behalf (“Service” or “Services”). The Services may be provided to you through Hey Karry Platform.

1.2. The Services through the Hey Karry Platform are provided by Hey Karry FZ LLC or its affiliates or representatives (“we”, “us” or “our”), a company incorporated in Dubai Internet City, Dubai, United Arab Emirates with License number 95443 and whose principal place of business at Shared Desk 2-59, Ground Floor, Building 07, Dubai Outsource City, Dubai, United Arab Emirates AND the Merchant.

2. DEFINITIONS

In these Terms:

“Carrier” is a service provider that provides Carriage services using Hey Karry’s Platform;

“Carriage” means the services facilitating delivery of goods, food/non-food items provided by a Carrier on your behalf through the Hey Karry Platform;

“Claim” means any liability, damage, expense, claim or cost (including reasonable legal fees and costs);

“Collected Goods/ Items ” means any single consignment of products, goods or items that have been collected by or are due to be collected by a Carrier via the Service;

“Confidential Information” means all information and/or trade secrets, except for Excluded Information, which is, by its nature, proprietary and/or confidential, is designated or marked as “confidential” or which the Receiver in good faith knows, or ought reasonably to know, is confidential;

“Consignee” means the individual whether it is a consumer or a business to whom the Collected Items are to be delivered as instructed by the Merchant;

“Discloser” means the party disclosing Confidential Information to the other party;

“Excluded Information” means all information that is lawfully known, or became lawfully known, to the Receiver independently of these Terms or which is in, or comes into, the public domain other than due to wrongful use or disclosure by the Receiver;

“Fees” means the fees charged by us for the provision of the Services as set out in the applicable Schedule;

“Intellectual Property Rights” means all intellectual property rights, including patents, supplementary protection certificates, petty patents, utility models, trademarks, database rights, rights in designs, copyrights (including rights in computer software) and topography rights (whether or not any of these rights are registered, and including applications and the right to apply for registration of any such rights) and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world, in each case for their full term, and together with any renewals or extensions. “Intellectual Property” shall be construed accordingly;

“Merchant” means a company engaged in selling of goods, including food/non-food items as set out in Clause 1;



"Privacy Policy" means our privacy policy, as updated by us from time to time, available at our website.

"Hey Karry Platform or Platform" is an e-commerce portal provided by Hey Karry FZ LLC that provides an internet based platform via an application, website and call center, using digital technology which aims to connect Carriers, Merchants and/or other businesses;

"Receiver" means the party receiving Confidential Information from the other party;

"Schedule" shall be a reference to the appropriate Schedule attached to these Terms and by such reference the appropriate Schedule is incorporated into and made part of these Terms.

"Services" shall have the meaning set out in Clause 1.1;

"Term" shall have the meaning set out in Clause 16;

3. THE SERVICES

3.1. These terms and conditions ("Terms"), our Privacy Policy (a copy of which is available on our website www.heykarry.com) will inform you on how we aim to provide, and how you may use the Services.

3.2. By using our Services, you acknowledge and accept these Terms in full. For the avoidance of doubt, by using our Services you create a binding legal agreement between you and us which will be governed by these Terms (if one has not already been created by your signature of these Terms hereunder). Other than these Terms, no other terms and conditions shall be acceptable unless and until specifically authorized and agreed by us in writing.

4. HEY KARRY PLATFORM

4.1. Hey Karry's Platform permits Merchants to place orders for Carriage of goods (food/non-food items) for their respective consumer orders. Once such orders are made by any of Hey Karry's registered Merchants in the Hey Karry Platform, Hey Karry software notifies Carriers who are online, that a Carriage assignment is to be executed and the Hey Karry software facilitates completion of the Service.

Hey Karry is not a Merchant, nor a Carriage service provider.

4.2. These Terms govern your use of the Hey Karry Platform. Hey Karry FZ LLC provides you the non-exclusive and revocable license to access and use the Hey Karry Platform.

4.3. You should read these Terms carefully before accessing or using the Hey Karry Platform. If you do not agree to be bound by these Terms, you may not use or access the Hey Karry Platform.

4.4. Your access and use of Hey Karry Platform constitute your agreement to be bound by these Terms, which establishes a contractual relationship between you and Hey Karry. Hey Karry may immediately terminate these Terms with respect to you, or generally cease offering or deny access to the Hey Karry Platform or any portion thereof, at any time or for any reason without notice.

4.5. Hey Karry may amend these Terms from time to time. Amendments will be effective upon the date Hey Karry's notification is received by you if through email or posting of updated Terms displayed when logging in to the Hey Karry Platform with subsequent acceptance in line with UAE Federal Law No. 1 of 2006 on Electronic Commerce and Transactions. Your continued access or use of the Hey Karry Platform after such notification and acceptance constitutes your consent to be bound by these Terms and any amendments.

4.6. Upon execution of these Terms, the Hey Karry Platform will be made available to you for you to access and request Carriage Services provided by Carriers. The Hey Karry Platform allows users like you to connect and contract with Carriers.

5. OUR OBLIGATIONS

Subject to your compliance with your obligations set out in these Terms, we agree to take commercially reasonable efforts to provide and make the Services available to you.

6. CHANGES



We may make changes to the Services, these Terms, or the Fees at our sole discretion. If we do, we will notify you by email. By continuing to use the Services after we notify you of any such change, you thereby accept and agree to the changes and/or increase in the Fees stated within such notice.

7. PAYMENTS

7.1 In consideration of our provision of the Services, you shall pay to us all fees and charges set out or referred to in these Terms.

7.2 All Fees for the Services set out or referred to in these Terms, shall be invoiced to you and payable through wire transfer as prescribed under the applicable Schedule.

7.3 The current in force price list used to calculate the Fees is set out in a separate Schedule to these Terms.

7.4 All Fee Amount payable to Hey Karry will be subject to value added tax which will be added to all invoices raised by Hey Karry.

7.5 Hey Karry, at its sole discretion, agrees to prepare and make available, on a periodic basis, to the Merchant (by e-mail or posting to the Platform) a statement showing the accounting for the Fee Amount and collections and other transactions from the preceding month. Absent manifest error, each monthly statement shall be deemed correct and binding upon the Merchant unless the Merchant brings all errors or mistakes to Hey Karry's attention through written communication.

7.6 We reserve the right to suspend, restrict or terminate the Services until payment of any outstanding Fees has been made in full. We will not be liable for any non-performance of the Services or for any loss, damage or inconvenience of whatsoever nature suffered by you as the result of the suspension, restriction or termination of the Services pursuant to this clause.

7.7 If any taxes, customs duties, deductions or charges are payable by or imposed on us or may be chargeable in connection with the Services, you shall pay it and/or we shall have the right to charge you a

sum equivalent to such taxes, customs duties, deductions and/or other charges.

7.8 You agree to provide us cash deposit as security of timely payments due from you to us as per our requirements. In the event you fail to provide us cash deposit, you agree to provide us a guarantee cheque as security. The amounts of cash deposit or guarantee cheque will be determined by us. We agree that this cash deposit or guarantee cheque will be refundable subject to complete payment of the Fees by you and settlement of all outstanding dues owed by you to us.

7.9 You agree that we may set off any amount owed by us to you, against any amount owed by you to us. This will be clearly set out in the invoice or through other communications sent by us to you.

7.10 We accept payments in cash which are collected by the Carriers on your behalf or alternatively through our online payment facility. In the event, the Consignee chooses to make payment in cash or through credit card to the Carrier, Hey Karry hereby disclaims and excludes any and all liability for any fraud committed by the Consignee or Carriers for accepted cash or through credit card or in relation thereto and you agree to indemnify and hold us harmless for the same. You understand that cash payment is not collected by us directly and we will only aggregate the payment received by us through the Carrier. We will request the Carrier to obtain insurance for fraudulent transactions. However, we will not be under any obligation to undertake any due diligence or background checks in relation to the insurance or its adequacy.

7.11 We are not responsible for and shall have no liability to you for the Carrier's failure to collect payment where the Consignee's credit card is declined or payment process fails whether the same is owing to technical reasons or due to negligence of the Carrier.

8. BOOKINGS, CANCELLATIONS AND CARRIAGE

8.1 To request a booking for a Carrier, you must submit your request via the Hey Karry Platform and provide us with all the information requested by us in order to provide you the Services.



8.2. You will be notified when a Carrier has been assigned to your request. You may only cancel or reschedule your request through the Hey Karry Platform. If you cancel or reschedule your request, the rates, if applicable, shall apply as given in the relevant Schedule.

8.3. The collection time (from Merchant) and Carriage time (to Consignee) collectively referenced as (ETA) via the Hey Karry Platform, are approximations only. We will use commercially reasonable efforts to meet the ETA through our Carriers. However, we shall not be liable for any failure to meet the ETA.

8.4. You must immediately notify us of any event which may reasonably reduce the demand for the Services, including unavailability of your website or mobile application or your inability to connect with our systems. If such event continues for more than twenty-four (24) hours after notification to us, we shall be entitled to suspend the provision of the Services until twenty four (24) hours after you have notified us that the event has ended (and it has, in fact, ended).

8.4. We may in our sole discretion reject a booking request placed by you without the need to give any reason.

8.5. You shall notify us in writing, at least seven (7) days in advance, of any upcoming marketing campaigns created and/or run by you which may increase the demand for the Services. If you fail to do so, you acknowledge that we shall not be liable for any failure to meet the service levels.

9. COLLECTED ITEMS

9.1. Where you are using the Services to deliver Collected Items to a Consignee, the contract of sale in relation to your Collected Item is made between you and that Consignee and not with us or the Carrier. We hereby expressly exclude any and all liability in relation thereto and you agree to indemnify and hold us harmless for the same.

9.2. Collected Items may not include:

- (a) counterfeit goods, products or items that are illegal, guns or weapons, living organisms or

animals, medical waste, bullion, precious stones, currency, explosives, ammunition, human remains, ivory, narcotics, etc.; or

- (b) goods, products or items which have been classified as hazardous, dangerous, are prohibited and/or restricted.

9.3. Carrier reserves the right to inspect any and all Collected Items if they suspect that there might be in breach of Clause 9.2.

9.4. You are responsible for preparing and packaging the Collected Items in a form suitable for Carriage by the Carrier and for ensuring the weight and dimensions restrictions are met before the Carrier has arrived at your location. The Carrier will be obliged to deliver the Collected Items to the address provided by you however, should the weight, dimensions or the address be invalid or otherwise incorrect, the provisions of Clause 8 shall apply.

9.5. Carriers do not recommend that you use the Service to deliver fragile or delicate products, goods or items but, if you do, you do so at your own risk. We shall not be liable or held responsible for any damage to delicate or fragile goods transported during the provision of the Services.

9.6 Nothing in these Terms, will oblige us to facilitate the Carriage of any goods/products in contravention of local authority regulations or any guidelines on permissible carriage of goods irrespective of the type of items being carried.

10. INTELLECTUAL PROPERTY RIGHTS

10.1. Subject to these Terms, we (or our licensors, as applicable) retain ownership of the Services and its associated Intellectual Property Rights (including those in our website and mobile application). To the extent necessary for the Services, we hereby grant you a revocable, non-exclusive, non-transferable, non-sub licensable, free of charge right to use our Intellectual Property for the duration of the Services only and solely for your own use to the extent permitted by us. For the avoidance of doubt, all rights we do not specifically grant to you in these Terms, have been and are reserved by us.



10.2. You agree that you shall not copy, decompile, reverse engineer or otherwise derive or attempt to derive source code from the Services (including our website, Platform and/or mobile application) except as is permitted if any by the UAE Federal Law No.7 of 2002 concerning Copyrights and Neighboring Rights (as amended) among others, where such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Services with another software program, and provided that the information obtained by you during such activities:

- (a) is used only for the purpose of achieving inter-operability of the Services with another software program;
- (b) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
- (c) is not used to create any software or service that is substantially similar to the Services.

10.3 You shall cease to use the Intellectual Property upon termination or expiration of the Terms.

11. WARRANTIES

11.1. You warrant:

- (a) that you will not use the Services for any illegal purpose or in any way that interrupts, damages or impairs the Services;
- (b) not to use the Services to deliver any item that is hazardous, dangerous, illegal, restricted or intended only to annoy or abuse other users or third parties (including us or Carriers);
- (c) to comply with any and all terms of service that apply between you and the Carrier that transports your item (as may be notified to you);
- (d) not to use the Services to transmit any viruses (or similar malicious code) or any material that is infringing, obscene, defamatory, threatening or unlawful or that may harm us or any third party;

- (e) to keep your account username and password secure at all times and not to disclose it to any other person; and
- (f) not to allow any other person to use or access your account without your express prior authorization.

11.2. You warrant that you will perform your obligations under these Terms, including preparation and packaging of Collected Items for Carriage, with due care and skill and in accordance with industry standards.

11.3. The Services are provided on an "as-is" basis. Except as expressly provided, in these Terms, we make no warranties, express or implied, with respect to the Services or deliverables to be provided. All warranties, conditions and other terms (including but not limited to fitness of purpose or merchantability) are hereby expressly disclaimed and excluded to the fullest extent permitted by law.

12. COMPLAINTS

12.1. If a Consignee makes a complaint to us about a Collected Item itself (such as a complaint about the quality of a product), we shall be entitled to re-direct that complaint to you.

12.2. You shall be solely responsible for, and shall indemnify and hold us harmless against any and all claims arising from or related to the Collected Items, including but not limited to, Claims that:

- (a) any Collected Item does not reflect the product information or other descriptions of the Collected Item published by you or its owner or otherwise made available to any Consignee;
- (b) any Collected Items from the applicable order placed by a Consignee are damaged or of non-consumable nature;
- (c) there are products/items or goods missing which should have been included with the Collected Items as part of the same or a connected order placed by a Consignee with you; and
- (d) the Collected Items are inadequate, poor quality or otherwise not fit for purpose.



13. FORCE MAJEURE

Save for your obligations to make payment for due and outstanding amounts, neither party will be liable for a failure or delay in performing its obligations under these Terms to the extent that such failure or delay is caused by an event outside of the reasonable control of that party and which could not have been prevented or avoided by that party taking reasonable steps. Should such an event continue for more than 14 days, either party will be entitled to terminate the Services immediately by providing written notice to the other party.

14. CONFIDENTIALITY

14.1 The Receiver expressly undertakes to retain in confidence all information transmitted to it by the Discloser that has been designated as proprietary and/or Confidential Information and/or by the nature of the circumstances surrounding its disclosure, ought in good faith to be treated as proprietary and/or Confidential Information, and agrees to keep such information confidential and shall not use or disclose such information other than as is necessary to perform its obligations under these Terms or unless authorized to do so by the Discloser in writing.

14.2. Notwithstanding Clause 14.1, the Receiver may disclose the Discloser's Confidential Information as required by law and we may always make use of or disclose to third parties such information as may be necessary for the purposes of performing our obligations under these Terms.

14.3. If the Receiver discloses the Discloser's Confidential Information to its employees, directors, contractors or agents, the Receiver shall ensure that the person(s) to whom such information is disclosed, are aware of the confidentiality provisions of these Terms and only use the information for the purposes for which it was provided. Receiver shall accept full responsibility for such persons and hereby agree to indemnify and hold Discloser harmless for any and all breaches of the same.

14.4. Each party acknowledges that the Confidential Information shall remain the property of the Discloser and no right or license whatsoever, express or

implied, is granted to the Receiver pursuant to these Terms in respect of any Intellectual Property now or hereafter owned or controlled by the Discloser. The Receiver shall, and shall procure that its employees, directors, contractors or agents, cease using the Confidential Information of the Discloser upon the termination or expiration of the Services.

14.5. All Confidential Information, together with any copies thereof, shall, upon the request of the Discloser, be returned or destroyed as may be instructed by the Discloser. Notwithstanding the foregoing, we may retain copies of Confidential Information for the purposes of and for so long as required by any law or by judicial or administrative process or our legitimate internal compliance issues.

15. PERSONAL DATA

15.1. The parties acknowledge and agree that they will control personal data where a Consignee is a data subject ("Consignee Data"). Each party will ensure that it complies with the relevant legislation including but not limited to the UAE Civil Code, UAE Penal Code and Electronic Transactions and Commerce Law and Cyber Crimes Law and/or any other applicable laws (as appropriate), in full, whenever Consignee's Data is processed by them and/or on their behalf by a data processor.

15.2. You will ensure that a clear and unambiguous notice which is compliant with the applicable laws, is displayed to Consignees or potential Consignees which states that you may use us to fulfill orders and that we may therefore receive and process Consignee Data. You further warrant that you have valid consent from each data subject to share the information with Hey Karry including but not limited to information such as names, phone numbers, addresses and payment details.

15.3. We shall be entitled to retain records of personal and Consignee Data created or received during the provision of the Services that is relevant to our interests until the Services cease or until such records have satisfied all relevant legal, fiscal, accounting, administrative, contractual and archival requirements, whichever event occurs later.



15.4. We shall be compliant with the UAE laws on data protection and you hereby agree and provide consent for us to retain, transfer and process sensitive data in compliance with all relevant laws.

15.5. The parties acknowledge and agree to be governed by the principles of data protection & privacy as applicable under UAE Laws including but not limited to the Constitution of the United Arab Emirates, the Civil Code, the Penal Code, the Electronic Transactions & Commerce Law and the Cyber Crimes Law as amended or replaced from time to time.

16. TERM AND TERMINATION

16.1. The Services shall commence on the effective date you sign the Schedule and shall remain in effect until terminated in accordance with the provisions of these Terms (the "Term").

16.2. We may terminate these Terms immediately and close your account with us at our sole discretion for any reason whatsoever or if we cease to provide the Services at your location or a destination that you may have requested.

16.3. We reserve the right to suspend, restrict or terminate your access to the Services at any time without notice if we have reasonable grounds to believe you have breached any of your obligations set out in these Terms. We may request you to remedy such breach within a reasonable period of time. Where you fail to remedy such breach, your access to the Services will be automatically suspended, restricted or terminated (as indicated in the notice) upon the expiry of the notice period given in the same. Suspension, restriction or termination of your access to the Services will be without prejudice to any other rights and remedies which we may have accrued prior to the date of suspension, restriction or termination, including but not limited to, our right to take other legal action against you.

16.4. You may terminate these Terms with us by providing us a 90 day written notice for any material breaches in the terms and conditions.

16.5. All outstanding payment obligations in relation to the Services shall survive termination of these

Terms. Upon termination, you will pay to us all due or outstanding amounts for the Services rendered up to the date of termination.

17. LIABILITY

17.1 You shall defend, release, indemnify and hold us harmless from and against any and all losses, liabilities, costs and expenses (including reasonable legal costs) arising out of your negligence, willful misconduct or breach of these Terms.

17.2. Carrier's aggregate liability in relation to loss, destruction or damage to Collected Items (taken together) caused by any breach of contract or negligence or that of a Carrier is limited to the cash value of the Collected Items but shall in no event exceed AED500. If you consider that the potential loss or any other damage to you caused by the loss, destruction or damage of all (or part) of a single collection and Carriage of Collected Items would exceed this amount then you must arrange separate cover or insurance to cover such potential loss.

17.3. Carrier's total aggregate liability under or in connection with these terms, whether in contract, or statute or otherwise for loss or damage not limited by Clause 17.1, is limited to the lesser of (i) AED2,000; and (ii) the total Fees paid or payable to us in the two (2) months preceding the event giving rise to the liability.

17.4. We shall not be liable to you for any economic losses (including loss of revenues, profits, contracts, business or anticipated savings) or any special, indirect or consequential losses of any nature, whether or not such losses were known to the parties at the effective date. Notwithstanding anything in these terms to the contrary, nothing in these terms shall limit your liability for death or personal injury caused by your negligence, fraud or any other statutory or other liability which cannot be excluded or limited by law.

17.5. Notwithstanding any provisions elsewhere in this agreement, Hey Karry will not be responsible for and shall have no liability to you for:

- (a) the behavior, actions or omissions of any Consignee or any Carrier ;



- (b) the actions or omissions of other users of the Service;
- (c) the quality or fitness for purpose of any Collected Item;
- (d) losses, damage, costs or expenses not caused by our breach of these terms; or
- (e) any harm, loss or damage suffered by you or anyone else (including any Consignees) if the Service is interrupted, suspended or otherwise not provided to you or if we do not comply with these terms because of your breach of these terms or events beyond our control (for example, industrial disputes, technical difficulties, failure of or delays in communication networks, acts of terrorism or power failure).

18. INDEMNITY

You agree to indemnify and hold us, our Affiliates, Carriers and their officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities and expenses (including attorney's fees) arising out or in connection with

- (a) Your use of our Platform and the sale of goods and Carriage Services obtained through your use of our Platform;
- (b) Your breach or violation of these Terms;
- (c) Your violation of the rights of any third party.

19. DISCLAIMER

The Hey Karry Platform is provided on an "as is" and "as available" basis. Hey Karry and its affiliates disclaim all representations and warranties, express, implied or statutory, not expressly set out in these Terms, including implied warranties relating to merchantability fit for purpose or non-infringement. In addition, Hey Karry and its affiliates make no representation,

warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the Hey Karry Platform, or that the Hey Karry Platform will be uninterrupted or error-free. Neither Hey Karry nor its affiliates guarantee the suitability or safety of the Carriage Services. You agree that the entire responsibility arising out of your use of the Hey Karry Platform, and any service or goods requested or provided in connection therewith, remains solely with you, to the maximum extent permitted under UAE law.

20. LIMITATION OF LIABILITY

You understand and accept that Hey Karry does not provide transportation, carriage or logistics services or function as a transportation or goods Carrier and that all such transportation, carriage or logistic services will be provided by a third party Carrier who is not employed by Hey Karry or any of its affiliates. The Carrier's liability for any loss suffered by the Merchant arising out of or relating to these Terms shall not exceed United Arab Emirates dirhams five hundred (AED 500). You further agree that Hey Karry has no responsibility or liability to you in relation to any Carriage Services provided to Consignees other than as expressly set forth under these Terms.

21. TECHNICAL LIMITATIONS

21.1. You acknowledge and accept that your access to the Services are dependent on connectivity over communications networks and facilities that are outside of our operation and/or control and your use of the Services may be subject to limitations, delays and other problems inherent in the use of such networks and facilities.

21.2. We give no warranty that your use of the Services will be uninterrupted or error free. We will use our reasonable endeavors to provide a good, consistent service, however, you acknowledge and accept that we are not responsible for any loss or damage of any kind that you may suffer as a result of any interruption or delay to your access to the Service, or as a result of any failure or error in the



transfer of data over those networks and facilities in connection with your use of the Services.

22. CONTACTING US

Should you need to contact us, please email us at the email address provided on our Website (www.heykarry.com).

23. NON-CIRCUMVENTION

You hereby agree that, for a period of one year from the end of the Term or other termination of these Terms, you will not enter into any agreement, transaction or arrangement with any of the institutions (including their agents, principals and affiliates which they manage or advise) which we have introduced, directly or indirectly, to you pursuant to a direct meeting, or telephone call as prospective service provider, regardless of whether a transaction is consummated with such service providers.

24. GENERAL LEGAL TERMS

24.1. Unless these Terms expressly state otherwise, all notices under these Terms shall (i) for any notices to be served on us by you, be given in writing and posted, under due registered post, to our registered office address as notified in our website; or (ii) for notices to be served on you by us, be emailed or be given in writing and delivered or posted to the email address or postal address specified by you in the Schedule.

24.2. We can assign, sub-contract and/or otherwise transfer any or all of our rights and/or obligations under these Terms to any company, firm or person. You may not subcontract, assign, novate or otherwise deal with your obligations or interests under these Terms without our prior written consent.

24.3. Subject to these Terms, a provision of these Terms or a right, power or remedy created under it may not be varied or waived except in writing signed by the party to be bound.

24.4. No waiver of any breach of these Terms shall constitute a waiver of any other breach of the same or other provisions of these Terms.

24.5. If any part or provision of these Terms is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of these Terms which shall continue to be valid and enforceable to the fullest extent permitted by law.

24.6. These Terms and the Schedules constitute the entire agreement between the parties about its subject matter and supersede all previous agreements, understandings, representations, statements and negotiations on that subject matter whether written or oral. In case of any conflict or inconsistency between these Terms and the Schedule which is signed by both parties, these Terms will supersede and prevail notwithstanding the contents of the Schedule as signed between the parties.

24.7. Each party acknowledges and agrees that it does not rely on, and shall have no remedy in respect of, any promise, assurance, statement, warranty, undertaking or representation made (whether innocently or negligently) by any other party or any other person except as expressly set out in these Terms in respect of which its sole remedy shall be for breach of contract.

24.8. In the event of a dispute arising out of or relating to this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by mediation in accordance with the Mediation Rules of the DIFC LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause.

If the dispute is not settled by mediation within 30 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause.

The language to be used in the mediation and in the arbitration shall be English. The governing law of the contract shall be the substantive law of United Arab



Emirates. In any arbitration commenced pursuant to this clause, the number of arbitrators shall be one; and the seat, or legal place, of arbitration shall be Dubai International Financial Centre.