

Terms of Service

1. Contractual Relationship

Kinga is a brand of e-Kinga FZCO with its registered office at DSO-IFZA-9664, Dubai Digital Park, Office A2, Dubai Silicon Oasis, Dubai, United Arab Emirates.

These terms of service constitute a legally binding agreement (the “Agreement”) between you and your local Kinga entity.

This Agreement governs your use of the Kinga application, website, call centre and technology platform (collectively, the “Kinga Platform”). Generally, the right to operate the Kinga Platform is licensed by e-Kinga to its relevant Affiliates, and the relevant Affiliate in your jurisdiction provides you the right to access and use the Kinga Platform in your jurisdiction. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE KINGA PLATFORM. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE KINGA PLATFORM.

Your access and use of the Kinga Platform constitutes your agreement to be bound by this Agreement, which establishes a contractual relationship between you and Kinga. Kinga may immediately terminate this Agreement with respect to you, or generally cease offering or deny access to the Kinga Platform or any portion thereof, at any time for any reason without notice. Supplemental terms may apply to certain Services (as defined below), such as policies for a particular event, loyalty programme, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, this Agreement for the purposes of the applicable Services. Supplemental terms shall prevail over this Agreement in the event of a conflict with respect to the applicable Services.

Kinga may amend this Agreement from time to time. Amendments will be effective upon Kinga’s posting of an updated Agreement at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Kinga Platform after such posting constitutes your consent to be bound by this Agreement, as amended. Our collection and use of personal information in connection with the Kinga Platform is as provided in Kinga’s Privacy Policy located at <https://kinga.shop>. Kinga may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or conflict, which may include an accident, involving you and a third party provider and such information or data is necessary to resolve the complaint, dispute or conflict.

2. The Kinga Platform

The Kinga Platform provides a digital network which functions as a marketplace where persons (“Users”) who seek personal transportation services, the delivery of goods, products, medicines, restaurant meals, e-payment solutions , and/or logistics services (“Services”) can be matched with persons , including drivers (“Captains”) or third party

companies (“Merchant Partners”) who can provide the Services. Each User shall create a User account that enables access to the Kinga Platform. Any decision by a User to make use of or accept Services is a decision made in such User’s sole discretion. Each Service provided by a Captain or other third party provider to a User shall constitute a separate agreement between such persons.

With respect to restaurant meals, Kinga is a business where the food is prepared and provided by independent restaurants (our " Restaurant Partners") and delivered by Captains.

With respect to goods or services which you can order through the Kinga Platform, or where Kinga is supporting your payment to a third party merchant who is not present on the Kinga Platform or Off-App Merchant (as defined below), but which services or goods are provided by Merchant Partners, these goods or services are prepared, undertaken and provided by the relevant independent Merchant Partner.

Materials posted on the Kinga Platform are not intended to amount to advice on which reliance should be placed. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the Kinga Platform, or by anyone who may be informed of any of its contents.

We aim to update the Kinga Platform regularly and may change the content at any time. If the need arises, we may suspend access to the Kinga Platform and the Services or close them indefinitely. Any of the material on the Kinga Platform or the Services may be out of date at any given time, and we are under no obligation to update such material.

YOU ACKNOWLEDGE THAT NEITHER KINGA NOR ITS AFFILIATES PROVIDE TRANSPORTATION, GOODS OR LOGISTICS SERVICES OR FUNCTION AS A TRANSPORTATION, GOODS OR LOGISTICS CARRIER OR A TRANSPORTATION, GOODS OR LOGISTICS SERVICE PROVIDER, OR OWN ANY VEHICLES FOR TRANSPORTATION, GOODS OR LOGISTICS AND THAT ALL SUCH SERVICES ARE PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY KINGA OR ANY OF ITS AFFILIATES.

License.

Subject to your compliance with this Agreement, Kinga grants you a limited, non-exclusive, non-sub-licensable, revocable, non-transferrable license to: (i) access and use the Kinga Platform on your personal device solely in connection with your use of the Kinga Platform; and (ii) access and use any content, information and related materials that may be made available through the Kinga Platform, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by Kinga and Kinga’s licensors.

Third Party Services and Content.

The Kinga Platform may be made available or accessed in connection with third party services and content (including advertising). Kinga does not endorse such third-party

services and content and you agree that, in no event, will Kinga be responsible or liable for any products or services of such third party providers.

When purchasing goods or services provided by a Merchant Partner, you agree and understand that you are doing so subject to the relevant Merchant Partner's terms and conditions and at your own risk. You agree that Kinga will not be liable for: (i) any act or omission of a Merchant Partner and/or (ii) any damage or loss that arises in connection with the ordering, purchase and/or provision of a Merchant Partner's goods or service.

You further understand that to enable a Merchant Partner to provide you with relevant goods or services, Kinga may be required to share personal information in the manner described in Kinga's Privacy Notice.

For additional terms in relation to the Merchant Checkout Product available through Kinga Pay please see below.

Additionally, Apple Inc., Google, Inc., and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Kinga Platform using applications developed for Apple iOS or Android-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Kinga Platform in any manner. Your access to the Kinga Platform using these services or applications is subject to terms set forth in the applicable third party beneficiary's terms of service.

Kinga Platform Ownership.

The Kinga Platform and all rights therein are and shall remain e-Kinga's property or the property of Kinga's licensors. Neither this Agreement nor your use of the Kinga Platform convey or grant to you any rights: (i) in or related to the Kinga Platform except for the limited license granted above; or (ii) to use or reference in any manner Kinga's company names, logos, product and service names, trademarks or services marks or those of Kinga's licensors.

Provision of the Services.

You acknowledge that portions of the Services may be made available under Kinga's various request options, including transportation request brands, the logistic request brands.

You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain Affiliates; or (ii) independent third party contractors, including transportation network company drivers or holders of similar transportation permits, authorizations or licenses.

It is at Kinga's discretion which brands or request options are made available to you.

3. Use of the Kinga Platform

User Accounts.

In order to use most aspects of the Kinga Platform, you must register for and maintain an active personal User account (“Account”). You must be at least 18 years of age to obtain an Account. Account registration requires you to submit to Kinga certain personal information, such as your name, address, mobile phone number, gender and age. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information may result in your inability to access and use the Kinga Platform, including your ability to request access to your personal information or to opt in or out of marketing preferences, or Kinga’s termination of this Agreement with you.

You agree to maintain the security and secrecy of your Account username and password at all times. You agree and understand that you are responsible for all activity that occurs under your Account, even as a result of loss, damage or theft of the device through which you access the Kinga Platform.

Unless otherwise permitted by Kinga in writing, you may only possess one Account.

User Requirements and Conduct.

The Kinga Platform is not available for use by persons under the age of 18 and may only be used by individuals who can form legally binding contracts under applicable law. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation services from Captains unless they are accompanied by you or another adult. It is your sole responsibility to wear helmets at all times while riding the micro-mobility product. The micro-mobility product can be reserved by you for minors provided they are over 15 years of age and are permitted to use the product in the intended way under applicable laws in your jurisdiction. You are responsible for ensuring that the minor wears a helmet at all times and that they perform safety-checks on the micro-mobility product prior to use. You must educate the minor on the laws that apply to them in their use of the product and must supervise their use at all times. You are solely and exclusively responsible for the activity of minors that you make a reservation for and their use of the micro-mobility products.

You may not assign or otherwise transfer your Account to any other person or entity. You agree to comply with all applicable laws when using the Kinga Platform, and you may only use the Kinga Platform for lawful purposes. You shall not, for the avoidance of doubt, use the Kinga Platform to transport, facilitate or procure the transport of illegal or banned substances or items. You will not, in your use of the Kinga Platform, cause nuisance, annoyance, inconvenience, or property damage, whether to a Captain, Restaurant Partner, other third party provider or any other party. In certain instances, you may be asked to provide proof of identity to access or use the Kinga Platform, and you agree that you may be denied access to or use of the Kinga Platform if you refuse to provide proof of identity. Failure to comply with the terms of this section or of section 5 may result in our taking certain actions against you, including but not limited to: (i) immediate, temporary or permanent withdrawal of your right to use the Kinga Platform (ii) legal action against you including proceedings for reimbursement of all costs on an (including, but not limited to, reasonable administrative and legal costs) resulting from the breach (iii) disclosure of such information to law enforcement authorities as we feel is necessary and/or (iv) immediate, temporary or permanent removal of any posting or material uploaded by you to our Service.

Promotions, Bundles, Credits, Mobile Top Ups, and Referral Programs.

Promo Codes

Kinga, in its sole discretion, may make promotions available to any User or potential User. These promotions, unless made to you, shall have no bearing whatsoever on your Agreement or relationship with Kinga. Promotions will in many cases be made available to you via alpha numeric codes (“Promo Codes”). Kinga reserves the right to withhold or deduct credits or benefits obtained through a promotion in the event that Kinga determines or believes that the redemption of the promotion or receipt of the credit or benefit was in error, fraudulent, illegal, or in violation of the applicable promotion terms or this Agreement.

You agree that Promo Codes: (i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Kinga; (iii) may be disabled by Kinga at any time for any reason without liability to Kinga; (iv) may only be used pursuant to the specific terms that Kinga establishes for such Promo Code; (v) are not valid for cash; (vi) may expire prior to your use and (vii) Kinga may establish additional terms relating to specific promotions. Kinga reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Kinga determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or this Agreement.

As part of your User account, Kinga may provide you with or allow you to create a “Referral Code,” a unique alphanumeric code for you to distribute to friends, family and other persons (each a “Referred User”) to become new Users (“Referred Users”) or Captains (“Referred Captains”). Kinga Codes may only be distributed for promotional purposes and must be given away free of charge. You may not sell, trade, or barter your Referral Code. You are prohibited from advertising Referral Codes, including but not limited to on Google, Facebook, Twitter, Bing and Craigslist or on any other digital platform or website owned or controlled by you or any other person. Kinga reserves the right to deactivate or invalidate any Referral Code at any time in Kinga’s sole discretion.

Bundles

You may be entitled to purchase bundles of Kinga Credit(defined below) (“Kinga Bundles”) or you may receive trip promotions ("Trip Promotions") or service promotions(“Service Promotions”) that you can apply toward payment of certain services provided by Kinga or fees charged by Kinga in relation to the Services.

Kinga Bundles, Kinga Credits, Trip Promotions and Service Promotions are only valid for use on the Kinga Platform, and are not transferable or redeemable for cash and may only be used for certain Services as notified to you. Kinga Bundles, Trip Promotions and Service Promotions cannot be combined, and if the cost of your ride exceeds the applicable credit or discount value we will charge your payment method on file for the outstanding cost of the trip.

Additional restrictions on Kinga Bundles, Kinga Credits, Trip Promotions and Service Promotions may apply as communicated to you in a relevant promotion or specific terms. Kinga may cancel, or vary the terms, relating to any Kinga Bundles, Kinga Credits, Trip Promotions or Service Promotions at any time in its sole discretion

From time to time, Kinga may offer you incentives to refer new Users to the Kinga community (the “Referral Program”). These incentives may come in the form of Kinga Credits, Trip Promotions and/or Service Promotions , and Kinga may set or change the incentive types, amounts, terms, restrictions, and qualification requirements for any incentives in its sole discretion.

Loading Kinga Credit (Vatsy)

As part of your User Account you may load Kinga Credit by any one or more of the following payment methods (where offered by Kinga from time to time):

(i) by cash paid to authorised agents, third party providers or Captain (where enabled by Kinga and permitted by law);

(ii) debit card;

(iii) credit card;

(iv) any other payment method made available by Kinga from time to time

(each a ‘Payment Method’)

You can reload Kinga Credits at any time before the start of a Service (e.g. taking a ride, ordering food or ordering groceries) by selecting Vatsy in the User’s profile, clicking on the ‘+’ ic on top right of the Vatsy card . Then select the payment method to recharge the Vatsy.

Kinga may in its sole and absolute discretion choose to refuse a request to reload Kinga Credit, including (without limitation) where reloading would result in the aggregate value stored in your Account exceeding any value permitted by prevailing laws and regulations

Kinga (in its sole and absolute discretion) may, at any time (including at the time of completing a transaction), notify you via the Application that it has imposed a maximum amount by which you may reload or inform you that you have reached the limit on the number of times you may reload credits within a specified period.

By loading Kinga Credit you acknowledge and agree that you are not depositing cash or money with Kinga.

Peer to Peer - Credit Transfer

As part of your User Account you may transfer Kinga Credits from your Account to the Account of another User. When transferring Kinga Credit balance to another User, the amount transferred and the applicable Kinga Fees (if any) will be deducted from your

User account balance and will be transferred and added to the Kinga Credit balance of the other User. Once the request for the transfer of Kinga Credit is completed, the transfer cannot be cancelled or otherwise reversed. You agree that in providing you with this feature, Kinga is merely enabling the transfer of Kinga Credit balance. Kinga is not responsible for the actions of the individual Users, including the reason for which Kinga Credit is transferred by or to you

Loyalty Program.

By becoming a User you are part of the Kinga Loyalty Program (the “Loyalty Program”) in those markets where the Loyalty Program is available. Users will accrue points through using the Kinga Platform to access Services provided by the third party service providers and may have access to a number of services, ways to support their local community, and benefits (“Rewards”) depending upon a given tier status (and relevant availability in any given market).

Users can earn or maintain tier status based on their usage of the Kinga Platform in any calendar month. Once a User attains a tier level, it will remain in effect for 2 consecutive months. With respect to the expiry of points earned pursuant to the Loyalty Program, each calendar year consists of 2 reward periods: from January 1st to June 30th and from July 1st to December 31st (each a “Reward Period”) and any points earned in one Reward Period will expire automatically at the end of the following Reward Period.

Rewards are offered at the sole discretion of Kinga and may be varied from time to time. Rewards and participating partners may differ from market to market and may be added or removed at the sole discretion of Kinga. You may redeem points in exchange for Rewards or Donations (as applicable) at any time as indicated on the App. Where you redeem points Kinga shall settle the equivalent or agreed amount (if applicable) with the participating partner and cancel its liability to you for the same. By redeeming Rewards you confirm that you agree to the terms of the Loyalty Program.

Kinga has the right to add, change, limit, modify or cancel Loyalty Program rules, regulations, rules for earning and redeeming Rewards points, rewards, reward levels, redemption levels, processes, benefits, tier statuses, and Loyalty Program partners without notice, even though such changes may affect the member’s tier status, the value of points already accumulated, the ability to use accumulated points, or the ability to obtain certain rewards.

Kinga may, among other things: (1) increase or decrease the number of points received for a given action or amount spent or the number of points required for a reward; (2) withdraw, limit, modify, or cancel any reward; (3) add blackout dates, limit availability for any reward, or otherwise restrict the continued availability of rewards; (4) change program benefits served by Rewards or its partners, conditions of participation, rules for earning, redeeming, retaining, or forfeiting points, or rules governing the use of rewards; (5) change or cancel rewards; and (6) change the rules governing the tier statuses, including but not limited to: rules to reach a tier status, duration and expiry rules of the tier status, benefits granted by reaching a given tier status.

Kinga makes no warranties or representations, either expressed or implied, and expressly disclaim all liability (including consequential damages) with respect to type,

timeliness, cost, quality or fitness of goods or services provided through the Loyalty Program.

If any participating Rewards partner improperly denies a User an accrual or benefit, the liability of Kinga shall be limited to the equivalent value, in Rewards points, of that accrual or benefit as determined solely by Kinga.

The Loyalty Program has no predetermined termination date and may continue until such time as Kinga decides to terminate the Loyalty Program, at any time, with or without notice. If the Loyalty Program is terminated, all unredeemed points or tier status benefits shall be forfeited without any obligation or liability, no award claims or tier status benefits shall be honoured after the conclusion of any notice period.

Kinga reserves the right to cancel a User's access to the Loyalty Program and revoke any and all unredeemed Kinga Rewards points collected by any Member who appears to be using the Loyalty Program in a manner inconsistent with the terms or intent of the Loyalty Program or any portion thereof. For reasons that include, but are not limited to: 1) violation of these terms and conditions; 2) misrepresentation of any information or any misuse of this Loyalty Program; 3) violation of any national, state or local law or regulation in connection with the use of this Loyalty Program; 4) commission of fraud or abuse involving any portion of this Loyalty Program ; or 5) action, in any other way, to the detriment of the Loyalty Program or any of its stakeholders; all as may be determined by Kinga in its sole discretion.

Notwithstanding the foregoing, Loyalty Program violations, fraud or abuse in relation to rewards points and credit, tier status or reward usage is subject to appropriate administrative and/or legal action by appropriate governmental authorities and/or by Kinga including, without limitation, the forfeiture of all point transfers, rewards, tier status or award issued pursuant to point redemptions and any accrued points in your account, as well as cancellation of the account.

The earning and redeeming of Rewards points are subject to all applicable local laws and regulations and are offered in good faith, however they may not be available or are subject to change if prohibited or restricted by applicable law or regulation.

Separate terms and conditions may apply to your reservation, purchase of goods and services, or rewards that you select. Please read these separate terms and conditions carefully. You agree to abide by the terms and conditions of purchase imposed by any supplier with whom you elect to deal. You understand that any violation of any such supplier's rules and restrictions may result in your being denied access to the applicable product or services, in your forfeiting any monies paid for such product or service.

Kinga Prime Program

As a User, you may be eligible to enroll in the Kinga Prime Program ("Prime Program"), which is a subscription program of one or more subscription plans (each a "Subscription Plan") through which you may access benefits ("Benefits") that you can avail through the Kinga Platform and/or when purchasing goods or services from third parties ("Plus Partners").

The Benefits will either be automatically applied when making a transaction through the Kinga Platform or you may be required to carry out extra steps to make use of a Benefit, which steps will be communicated to you by Kinga from time to time.

The availability of Benefits is subject to all applicable local laws and regulations and are offered in good faith, however they may not be available and are subject to change if prohibited or restricted by applicable law or regulation.

Each Benefit may have additional terms or limitations. When redeeming Benefits made available by a Plus Partner, separate terms and conditions may apply to your purchase of goods and services from the Plus Partner. Please read these separate terms and conditions carefully. You agree to abide by the terms and conditions of purchase imposed by any Plus Partner you elect to deal with. You understand that any violation of any such Benefits Partner's rules and restrictions may result in your being denied access to the applicable product or services, in your forfeiting any monies paid for such product or service.

You may be given an option to enroll in the Prime Program through in-app messaging or other digital channels ("Offer"). Each Offer may include important corresponding terms, such as the type of Benefits included in a Subscription Plan, the cost of the Renewal Subscription ("the Subscription Charge") and the billing interval ("Billing Cycle"). It is your responsibility to ensure that you have reviewed the Offer terms before you accept and purchase a Subscription.

When you buy a Subscription Plan, you will be charged the Subscription Charge for your first Billing Cycle on the date of purchase, which activates the Benefits identified in the Offer. Kinga may elect to provide you with a free trial to the Prime Program or other promotional subscriptions in which case you will be charged the Subscription Charge at the end of the trial period. If you do not wish to be charged the Subscription Charge, you must cancel the trial or promotional subscription before the end of the trial or promotional subscription. Eligibility for a free trial or promotional subscription is determined by Kinga at its sole discretion.

AUTOMATICALLY (AND WITHOUT PRIOR NOTICE TO THE EXTENT ALLOWED AT LAW), YOUR SUBSCRIPTION PLAN WILL RENEW AT THE BEGINNING OF EACH BILLING CYCLE, AND THE SUBSCRIPTION PRICE WILL BE AUTOMATICALLY CHARGED TO AN AVAILABLE CREDIT CARD PAYMENT METHOD.

Any paid Subscription Charges are non-refundable and non-transferable.

Where VAT (or equivalent taxes) is in force when you buy a Subscription Plan, the Subscription Charges shall be inclusive of VAT. Where there is a future change in the VAT rate, Kinga may at its discretion increase/decrease as applicable the Subscription Charge. Where VAT (or equivalent taxes) is not in force when you buy a Subscription Plan, the Subscription Charges shall be exclusive of VAT and if VAT (or equivalent) is later introduced, Kinga may add the applicable VAT to the Subscription Charges.

You can cancel your Subscription Plan at any time prior to your next scheduled payment to avoid further charges and renewals. If you cancel your Subscription Plan, you will

still have access to the Benefits until the end of the current Billing Cycle, and will not be refunded on a pro-rata basis for any cancellation initiated during a Billing Cycle. From time to time, Kinga may increase the Subscription Charge in which case You will be notified before your next Billing Cycle. If you do not wish to be charged the new Subscription Charge, you are required to cancel your subscription.

Kinga makes no warranties or representations, either expressed or implied, and expressly disclaim all liability (including consequential damages) with respect to the availability, accuracy, timeliness, cost, quality or fitness of goods or services provided through the Prime Program. Kinga will also have no liability if any participating Plus Partner improperly denies you the right to avail of a Benefit.

The Prime Program has no predetermined termination date and may continue until such time as Kinga decides to terminate the Prime Program or a specific Subscription Plan, at any time, with or without notice. If the Prime Program is terminated, Kinga may refund you any unconsumed portion of your Subscription Charge without any further obligation or liability, including the availability of any Benefits after the conclusion of any notice period.

In addition, Kinga reserves the right to modify the Prime Program, a Subscription Plan or any Benefit included in it, which changes will come into effect immediately, at your next Billing Cycle or at any other date determined by Kinga. Kinga may, among other things: (1) change the Prime Program terms, including eligibility to or availability of Subscription Plans and the rules and terms that govern them; (2) increase or decrease the number of Benefits available; and/or (3) add or modify rules for redeeming Benefits, including blackout dates for use of Benefits.

Kinga reserves the right to cancel your Subscription Plan and/or your access to the Prime Program if you appear to be using the Subscription Plan in a manner inconsistent with the terms or intent of the Plan Program or any portion thereof. This includes, but are not limited to: (1) violation of these terms and conditions; (2) violation of any national, state or local law or regulation in connection with the use of this Plan Program; (3) commission of fraud or abuse involving any portion of this Prime Program; or (4) action, in any other way, to the detriment of the Prime Program or any of its stakeholders; all as may be determined by Kinga in its sole discretion.

Notwithstanding the foregoing, Prime Program violations, fraud or abuse in relation to rewards points and credit, tier status or reward usage is subject to appropriate administrative and/or legal action by appropriate governmental authorities and/or by Kinga including, without limitation, the cancellation of the account.

Community Support

As part of Kinga's support to our communities and the Captains operating on our Platform Kinga may make new features available which allow you to direct Kinga to support our communities in various ways. These features may be changed and updated from time to time; may not be available in all areas or markets; and those that are available at any given time may be subject to change and/or removal. Kinga reserves the right to cancel, suspend or modify these features at any time without notice, for any reason in its sole discretion, and without a liability.

To offer these features Kinga has partnered with appropriate entities including Government entities, NGOs and charitable organisations (“Participating Organisation”). Please note that Kinga is not registered as a charitable organisation and does not hold itself out as such. Kinga is not a professional or commercial fundraiser, or a conductor or paid collector of fundraising appeals (or similar), or a guarantor of donations. The management and allocation of support to a Participating Organisation is managed by the Participating Organisation as shown on the App.

You can ask Kinga to support the cause of a Participating Organisation either by your agreement to burn Reward points pursuant to the Loyalty Program or to burn Kinga Credits in your balance . Upon Kinga receiving such agreement from you either to burn Kinga credits or Rewards points, Kinga will cancel its liability towards you with respect to such Kinga credits and/or Rewards points and separately on its own behalf support the relevant Participating Organisation by transferring an amount equal to the nominal value of such Kinga credits and/or Rewards points (minus any required fees) to the relevant Participating Organisation. Kinga will make such transfer unless it becomes impossible or impracticable to do so. The burning of Kinga credits and/or Reward points in the manner described above is irreversible. Kinga makes no warranties or representations, either expressed or implied in respect of any of the aforementioned methods of support , and expressly disclaims all liability (including consequential damages) with respect to timeliness, cost, quality or fitness of goods or services provided in relation to the same.

If the Participating Organisation that you designated in your listing ceases to be a participating charity or appropriately licensed entity before Kinga pays the relevant Participating Organisation or if payment to that entity becomes impracticable, Kinga may at its sole discretion choose to make payment to a Participating Organisation having a similar purpose without notifying you.

Trademarks, service marks or logos that appear in relation to the donations feature are the property of their respective owners and are likely to be registered trademarks and subject to restrictions as to their use. They must not be used without the express permission of the trade mark owner.

Communications.

By becoming a User, you agree to receive communications from us, including via e-mail, text message, calls, and push notifications. You agree that texts, calls or pre-recorded messages may be generated by automatic telephone dialling systems (where allowed by and in compliance with local law). Communications from Kinga, its affiliated companies and/or Captains, may include but are not limited to: operational communications concerning your User account or use of the Kinga Platform or Services, updates concerning new and existing features on the Kinga Platform, communications concerning promotions run by us or our third- party partners, and news concerning Kinga and industry developments. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. If you no longer wish to receive promotional or marketing-related communications by text message, please contact legal@kinga.shop and/or review the Privacy Policy for further information.

4. Charges and Payments

4 (A) Personal Transportation Services in United Arab Emirates

This section 4(A) is only applicable to personal transportation services booked through the Kinga Platform in the United Arab Emirates. For other Services booked through the Kinga Platform, please refer to section 4(b) below.

As a User, you agree to pay any amounts charged by Captains for providing Services to you (“Charges”).

After you have received Services from a Captain, and if you are making payment through the Kinga Platform rather than in cash, Kinga will accept payment of the applicable Charges on behalf of the Captain as such Captain’s limited payment collection agent. Payment of the Charges in the above manner shall in all cases be considered the same as payment made directly by you to the Captain. Charges will be inclusive of applicable taxes where required by law, including any applicable VAT and/or sales tax. Charges paid by you are final and non-refundable, unless otherwise determined by Kinga or the relevant Captain. You retain the right to request lower Charges from a Captain for Services received by you from such Captain at the time you receive such Services (but not after the Service is underway or completed), this will be subject to acceptance by such a Captain. Kinga will respond accordingly to any request from a Captain to modify the Charges for a particular Service.

All Charges are due immediately and payment will be facilitated by Kinga using the preferred payment method designated in your Account, after which you may be sent a payment receipt on behalf of a Captain by email (which is not equivalent to a tax invoice). If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Kinga may, as the Captain’s limited payment collection agent, use a secondary payment method in your Account, if available.

You acknowledge and agree that Charges may be varied or revised at any time without your consent and that in certain geographical areas Charges may increase substantially during times of high demand. Kinga will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges, as applicable.

4 (B) For all Services in United Arab Emirates

This section 4(B) is applicable to all Services booked through the Kinga Platform in United Arab Emirates. Please refer to section 4(A) above for Personal Transportation Services for the mentioned countries.

As a User, you agree to pay any amounts charged by Kinga (the “Kinga Fee”) (if applicable in your jurisdiction) and amounts charged by Captains or other independent third party provider for providing Services to you (“Charges”).

After you have received Services from a Captain, a Merchant Partner or other independent third party provider, Kinga: (i) may facilitate your payment of the applicable Charges on behalf of the Captain or the Merchant Partner as such Captain or Merchant Partner’s limited payment collection agent and (ii) may collect any applicable

Kinga Fee directly from you or, in the case of a cash payment, from the relevant Captain or Merchant Partner. Payment of the Charges and Kinga Fee in the above manner shall in all cases be considered the same as payment made directly by you to the Captain, Merchant Partner or other independent third party provider or to Kinga, as applicable. Charges and Kinga Fees will be inclusive of applicable taxes where required by law, including any VAT or sales tax. Charges and Kinga Fees paid by you are final and non-refundable, unless otherwise determined by Kinga or the relevant Captain. You retain the right to request lower Charges from a Captain for Services received by you from such Captain at the time you receive such Services (but not after the Service is underway or completed). Kinga will respond accordingly to any request from a Captain to modify the Charges for a particular Service..

All Charges and Kinga Fees are due immediately and payment will be facilitated by Kinga using the preferred payment method designated in your Account, after which Kinga, Captain or a Merchant Partner, as applicable, will send you a receipt by email (which is not equivalent to a tax invoice). If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Kinga may, on its own behalf, and as the Captain or the Merchant Partner's limited payment collection agent, use a secondary payment method in your Account, if available.

With respect to micro-mobility products being electric and non-electric bike/scooter sharing, the applicable Kinga Fee will be charged according to your membership plan and, once payment has been made, you will be able to independently collect such micro-mobility products from their respective stand and/or parking location for use.

With respect to micro-mobility products, being electric and non-electric bike/scooter, in addition to a Kinga Fee being charged according to your membership plan, applicable excess will result in overtime charges for such micro-mobility product, all overtime charges as mentioned in the Kinga Application will be charged your Account.

As between you and Kinga, Kinga reserves the right to establish, remove and/or revise Kinga Fees at any time in Kinga's sole discretion. Charges may also be varied or revised at any time without your consent. Further, you acknowledge and agree that Charges and Kinga Fees applicable in certain geographical areas may increase substantially during times of high demand. Kinga will use reasonable efforts to inform you of Charges and Kinga Fees that may apply, provided that you will be responsible for Charges and Kinga Fees incurred under your Account regardless of your awareness of such Charges or Kinga Fees, as applicable, or the amounts thereof.

Repair or Cleaning Fees.

You shall be responsible for the cost of for damage to, or necessary cleaning of, Captain vehicles and property resulting from use of the Kinga Platform under your Account in excess of normal "wear and tear" damages and necessary cleaning ("Repair or Cleaning"). In the event that a Captain reports the need for Repair or Cleaning, and such Repair or Cleaning request is verified by Kinga in Kinga's reasonable discretion, Kinga reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Captain using any of your payment methods. Such amounts will be transferred by Kinga to the applicable Captain and are non-refundable.

5. Restricted Activities

With respect to your use of the Kinga Platform and your participation in the Services, you agree that you will not: (i) impersonate any person or entity (ii) stalk, threaten, or otherwise harass any person (including other Users making simultaneous use of the Service), or carry any weapons (iii) ride micro-mobility product without wearing helmet (iv) violate any law, statute, rule, permit, ordinance or regulation (iv) interfere with or disrupt the Services or the Kinga Platform or the servers or networks connected to the Kinga Platform (v) post information or interact on the Kinga Platform or with respect to Services in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal (vi) use narcotics or alcohol (vii) use the Kinga Platform in any way that infringes any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy (viii) post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information (ix) forge headers or otherwise manipulate identifiers in order to disguise the origin of any information transmitted through the Kinga Platform (x) "frame" or "mirror" any part of the Kinga Platform, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose (xi) modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of the Kinga Platform or any software used on or for the Kinga Platform (xii) rent, lease, lend, sell, redistribute, license or sublicense the Kinga Platform or access to any portion of the Kinga Platform (xiii) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Kinga Platform or its contents (xiv) link directly or indirectly to any other web sites (xv) transfer or sell your User account, password and/or identification to any other party (xvi) discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation (xvii) cause any third party to engage in the restricted activities above. In the event that you undertake in any of the above while participating in Services, a Captain shall be permitted to refuse to provide you Services or, if such Services have commenced, a Captain shall be permitted to refuse to continue to provide you Services.

6. Disclaimers; Limitation of Liability; Indemnity

DISCLAIMER.

THE KINGA PLATFORM AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." KINGA DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, NOT EXPRESSLY SET OUT IN THIS AGREEMENT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, KINGA MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE RELIABILITY, TIMELINESS,

QUALITY, SUITABILITY OR AVAILABILITY OF THE KINGA PLATFORM, SERVICES OR ANY OTHER SERVICES REQUESTED THROUGH THE USE OF THE KINGA PLATFORM, OR THAT THE KINGA PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE. KINGA AND ITS AFFILIATES DO NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY OR ABILITY OF CAPTAINS. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE KINGA PLATFORM AND SERVICES, AND ANY SERVICE REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

e-Kinga and its Affiliates are not responsible for the conduct, whether online or offline, of any User, Captain Restaurant Partner, mobile operator, or any other third party. You are encouraged to use a reasonable degree of sensibility and caution when interacting with other Users, Captains or any other third party.

We are not required to procure insurance for, nor are we responsible for private belongings, such as the damage or loss of private belongings, including but not limited to damage or loss caused by: (i) theft or snatching; (ii) because the belongings are left a vehicle or left unattended; or (iii) Merchant Partners (or their authorised personnel) when providing a service or a product which you have requested through the Kinga Platform. You are advised not to keep your personal belongings unattended, including when you request a Merchant Partner to provide services in your household or other premises. .

By using the Kinga Platform and participating in the Services, you agree to accept such risks and agree that Kinga is not responsible for the acts or omissions of Users, Captains, Restaurant Partners, Merchant Partners, mobile operators, or any other third party.

You acknowledge that Kinga may have its own insurance coverage from which you may benefit. In the event thereof, you agree to provide proper notification of an insurance claim and accept the benefit of any insurance service provided at your own risk and you hereby acknowledge that Kinga is not acting as a broker in connection therewith, nor does it provide any guarantees, warranties or any other assurances in connection therewith.

e-Kinga and its Affiliates expressly disclaim any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

Location data provided by the Kinga Platform is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Kinga, nor its Affiliates nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data tracked or displayed by the Kinga Platform. Any of your information, including geolocational data, you upload, provide, or post on the Kinga Platform may be accessible to Kinga, selected partners and relevant Captains.

Disclaimer - delivery of medical goods:

Where medicines are delivered to you as part of the Services provided through the Kinga Platform you hereby acknowledge and accept that all products including but not limited to any medicinal products made available on the Kinga App are provided and delivered by third party providers, who are not affiliated with Kinga and who are independently supplying their products via the Kinga Platform. You accept the risk associated with purchase of such goods, including but not limited to any harmful side effects caused by consumption of any such products.

Kinga cannot confirm the accuracy of the description nor quality of the product supplied by such independent third-party goods providers. You are requested to consult with your medical practitioner before making any such purchase and/or consuming any medication. Kinga does not guarantee the genuineness of any medical claims including but not limited to date of expiry as claimed by the third-party goods provider distributing any medication via the Kinga Platform. All products made available via the Kinga Platform are delivered by independent third-party goods service providers, Kinga is neither the manufacturer nor the distributor of any goods delivered via the Kinga Platform.

Kinga disclaims responsibility for any harm to persons resulting from any instructions or product descriptions referred to in the Kinga App. Kinga is not associated with any manufacturer of medicines or other products on the Kinga Platform. We do not warrant that the products being supplied will meet your requirements.

It is imperative to seek professional advice from your physician before purchasing or consuming any medicine in order to be completely aware of the indications, side effects, drug interactions, effects of missed dose or overdose of the medicines you may order using the Kinga Platform.

LIMITATION OF LIABILITY.

KINGA AND ITS AFFILIATES AND ITS PARTNERS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE KINGA PLATFORM OR SERVICES, EVEN IF KINGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. KINGA AND ITS AFFILIATES AND ITS PARTNERS SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE KINGA PLATFORM OR THE SERVICES OR YOUR INABILITY TO ACCESS OR USE THE KINGA PLATFORM OR THE SERVICES; OR (ii) ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY CAPTAIN OR OTHER THIRD PARTY PROVIDER, EVEN IF KINGA OR ITS AFFILIATES OR ITS PARTNERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. KINGA AND ITS AFFILIATES AND ITS PARTNERS SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND OUR REASONABLE CONTROL. YOU ACKNOWLEDGE THAT CAPTAINS PROVIDING TRANSPORTATION SERVICES REQUESTED

THROUGH SOME REQUEST BRANDS MAY OFFER RIDESHARING OR PEER-TO-PEER TRANSPORTATION SERVICES AND MAY NOT BE PROFESSIONALLY LICENSED OR PERMITTED. IN NO EVENT SHALL KINGA'S AND/OR AN AFFILIATE'S AND/OR A PARTNER'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE KINGA PLATFORM, THE SERVICES, ANY WEBSITE OR APPLICATION LINKED THERETO, ANY MATERIAL POSTED ON THE FOREGOING OR ACTS OR OMISSIONS OF RESTAURANT PARTNERS OR OTHER PARTNERS FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED TWO THOUSAND UNITED STATES DOLLARS OR EQUIVALENT AMOUNT IN ANOTHER CURRENCY.

THE KINGA PLATFORM MAY BE USED BY YOU TO REQUEST AND SCHEDULE THE SERVICES WITH CAPTAINS BUT YOU AGREE THAT KINGA, ITS AFFILIATES, RESTAURANT PARTNERS AND OTHER PARTNERS HAVE NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY SERVICE PROVIDED TO YOU BY CAPTAINS OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT. THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 6 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

Indemnity.

You agree to indemnify and hold Kinga, its Affiliates, Restaurant Partners, Merchant Partners and other partners and their officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (i) your use of the Kinga Platform and the Services or services or goods obtained through your use of the Kinga Platform; (ii) your breach or violation of this Agreement or (iii) your violation of the rights of any third party, including Captains.

7. General Rules on Competitions, Contests and Giveaways

Unless otherwise specified, Kinga will conduct all competitions, contests and giveaways (each a "Competition") as described in this section and by entering or participating in a Competition, each entrant or participant ("Entrant") agrees to these rules whether or not any separate additional specific terms apply to the Competition.

When entering or participating in a Competition, an Entrant may be eligible for a prize specified in the corresponding promotional material (the "Prize"). Kinga may reject an entry at its own discretion, provided that such rejection will not conflict with applicable law.

The Prize is non-transferable, non-exchangeable and no cash alternative is offered. In the event of a Prize being unavailable, Kinga reserves the right to offer an alternative prize of equal or greater value if circumstances beyond Kinga's control makes it necessary to do so. To the extent permitted by law, the Competition Winner will be responsible for any and all taxes incurred in relation to receipt of the Prize.

Participation in a Competition does not automatically mean that the Entrant has won the Prize. A winning entry (the "Competition Winner") will be chosen by random draw (performed by a computer process or supervised by an independent third party) or by a panel of individuals adjudicating the entries. Reasonable efforts will be made to contact the Competition Winner but if the Competition Winner cannot be contacted or fails to reply to Kinga's communication within the communicated timeframe, Kinga reserves the right to offer the prize to the next eligible Entrant. Kinga will not be liable if the Prize does not reach the Competition Winner for reasons beyond Kinga's reasonable control.

Without prejudice to the "Disclaimers; Limitation of Liability; Indemnity" section, neither Kinga nor any Affiliates or Partners involved in a Competition will accept responsibility or liability for any errors, omissions, interruptions, deletion, or unauthorized access to Competition entries, or entries lost or delayed whether or not arising as a result of server functions, virus, bugs, or other causes outside Kinga's, an Affiliate's and/or a Partner's control. IN NO EVENT SHALL KINGA'S AND/OR AN AFFILIATE'S AND/OR A PARTNER'S TOTAL LIABILITY TO ANY ENTRANT FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION IN CONNECTION WITH ANY COMPETITION OR ANY MATERIAL PUBLISHED IN RELATION TO A COMPETITION EXCEED THE MONETARY VALUE OF THE PRIZE.

Kinga reserves the right to cancel or amend the Competition and any associated terms and conditions. Any changes will be notified to the Entrants as soon as reasonably practical. If these terms do not, or do not clearly, cater for a solution to any matter which may arise, then Kinga shall have the sole discretion to decide finally on any such matter. Kinga's decisions on any aspect of the Competition is final and binding and no correspondence will be entered into about it.

8. Dispute Resolution

Arbitration.

You agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof or the use of the Kinga Platform or Services (collectively, "Disputes") will be settled by binding arbitration between you and any relevant Affiliate in your jurisdiction, or between you and e-Kinga FZCO if no other Affiliate is incorporated in your jurisdiction, except that each party retains the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. You acknowledge and agree that you and Kinga are each waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and the relevant Affiliate otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of this Agreement. This "Dispute Resolution" section applies to all Disputes (as defined below) between you and e-Kinga and/or any of its Affiliates.

Arbitration Process and Rules.

Any dispute, conflict, claim or controversy arising out of or broadly in connection with or relating to the Kinga Platform or this Agreement, including those relating to its validity, its construction or its enforceability (any “Dispute”) shall be first mandatorily submitted to mediation proceedings under the International Chamber of Commerce Mediation Rules (“ICC Mediation Rules”). If such Dispute has not been settled within sixty (60) days after a request for mediation has been submitted under such ICC Mediation Rules, such Dispute can be referred to and shall be exclusively and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce (“ICC Arbitration Rules”). The ICC Rules' Emergency Arbitrator provisions are excluded. The Dispute shall be resolved by one (1) arbitrator to be appointed in accordance with the ICC Rules. The place of both mediation and arbitration shall be in the city in which the applicable Affiliate with which you have a Dispute has its registered office. The language of the mediation and/or arbitration shall be English, unless you do not speak English, in which case the mediation and/or arbitration shall be conducted in both English and your native language. The existence and content of the mediation and arbitration proceedings, including documents and briefs submitted by the parties, correspondence from and to the International Chamber of Commerce, correspondence from the mediator, and correspondence, orders and awards issued by the sole arbitrator, shall remain strictly confidential and shall not be disclosed to any third party without the express written consent from the other party unless: (i) the disclosure to the third party is reasonably required in the context of conducting the mediation or arbitration proceedings; and (ii) the third party agrees unconditionally in writing to be bound by the confidentiality obligation stipulated herein.

9. Other Provisions

Choice of Law.

This Agreement is governed by and construed in accordance with the laws of the jurisdiction in which the relevant Affiliate is incorporated, without giving effect to any conflict of law principles, except as may be otherwise provided in supplemental terms applicable to your region.

Claims of Copyright Infringement.

Claims of copyright infringement should be sent to Kinga at legal@Kinga.shop.

Notice.

Kinga may give notice by means of a general notice on the Kinga Platform, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to Kinga by written communication to Kinga's email address at legal@Kinga.shop.

General.

You may not assign or transfer your rights under this Agreement in whole or in part without Kinga’s prior written approval. You give your approval to Kinga for it to assign

or transfer its rights and obligations under this Agreement in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Kinga's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, Kinga or any Captain as a result of the contract between you and Kinga or use of the Kinga Platform.

If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of this Agreement but the legality, validity and enforceability of the other provisions in this Agreement shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of this Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter