

MARKETPLACE SITE TERMS FOR SHIPPERS (“SITE TERMS”)

WELCOME TO WING!

INTRODUCTION: Wing provides a marketplace for on-demand lead generation and related services licensed by us (our **Services**) that enables Delivery Service Providers (**DSPs**) to receive and fulfil on-demand requests for delivery services by individuals or companies like you (**Shippers**). In order to become a DSP or a Shipper, in accordance with these Site Terms, it is necessary to register for and be granted an account as further described in paragraph two of these Site Terms. Our Services include our software, websites, payment services, and related support services systems, as may be updated or modified from time to time. Our Services are provided through our app (**Shipper App**) and our wing.ae website (collectively, the **Site**).

These Site Terms constitute a legal agreement between you and the Wing contracting party and govern your use of the Site. These Site Terms set out how you may use the Services, so that you can enter into a contract with a DSP (a **Delivery Services Contract**) to receive delivery services (**Delivery Services**) from the DSP.

YOU ACKNOWLEDGE AND AGREE THAT WING IS A TECHNOLOGY SERVICES PROVIDER AND THAT WING DOES NOT PROVIDE DELIVERY SERVICES.

In order to use our Services and to register for an account, you must agree and hereby agree to the terms and conditions that are set forth below and those set out in our **Privacy Policy** (available at <https://www.wing.ae/privacy-policy/>). Upon your execution (electronic or otherwise) of these Site Terms, you and Wing shall be bound by these terms and conditions.

1. **DEFINITIONS**

Capitalized terms or terms in bold have the meanings given to them in these Site Terms. **Shipper**, shall mean **you**, a Person who has created or has elected to create a Shipper Account in any of the Elected Countries (referred to in paragraph 5). You may be either (i) an individual if you in your own right wish to receive our Services; or (ii) a company, if that company or any of its Affiliates wishes to receive our Services.

In these Site Terms, the words **Wing, we or us or our** means, the applicable Wing contracting party(ies) in the applicable Elected Country or any of its Affiliates. The term **Affiliate** means, with respect to any entity, any other entity or Person that directly or indirectly controls, is controlled by, or is under common control with that entity. A **Person** means any individual, corporation, partnership, limited liability company, governmental authority, association, joint venture, division, or other cognizable entity, whether or not having distinct legal existence.

2. **CREATING A SHIPPER ACCOUNT FOR AN ELECTED COUNTRY**

In order to use the Site or any of our Services to order Delivery Services, you must create a valid Shipper account (**Shipper Account**) for each **Elected Country** (being one of the United Arab Emirates, the Kingdom of Saudi Arabia) in which you wish to receive Delivery Services. We may assist you with creation of a Shipper Account after receiving necessary information from you (and each of your Affiliates if applicable). You must first familiarise yourself with the process set out on the Site and all of the Site Terms. You must not register under a false name and/or impersonate any other Person’s log-in credentials, or password(s). Such fraudulent conduct could be a violation of applicable federal, national, regional or international laws and regulations (**Applicable Laws**) in the relevant Elected Country. When registering your Shipper Account you must provide valid and authentic supporting documents as we may specify (in accordance with Applicable Laws) and/or as may be requested by us through the Site or your Shipper Account.

You agree that the information requested by us is necessary to provide our Services to you and you agree to notify us of any changes to that information. It is your responsibility to ensure that all information that you provide is entered accurately and correctly. Wing assumes no liability arising in connection with information incorrectly or inaccurately provided by you.

We reserve the right to refuse to provide Services, terminate accounts, delete or remove or edit content if you are in breach of any Applicable Laws, these Site Terms and/or any other applicable terms and conditions, guidelines or policies communicated to you.

3. **PASSWORDS**

If you choose, or you are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You are solely responsible for maintaining the security of your password. You may not disclose your login details (including your user identification name and password) to any third party (other than third parties authorized by you to use your account in accordance with these Site Terms) and you are solely responsible for any use of or action taken under your password. If your password is compromised, you must immediately change your password and notify us. We have the right to disable any user identification name or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with these Site Terms.

4. **SPECIFIC POLICIES**

By creating a valid Shipper Account, you agree, at the time of creation or registration, to be bound by and comply with these Site Terms, and all policies, protocols guidelines, and other terms incorporated on the Site (which shall form a part of these Site Terms). This shall include, (but is not limited to):

- a. any country specific terms about which you may be notified from time to time and that shall apply to each country for which you register or elect to use our Services (using such functionality as we may enable for your Shipper Account); and
- b. any service specific terms for any of our Services that you may request from us and which we may agree to provide to you from time to time (using functionality we may enable for your account) in accordance with such service specific terms (which may relate only to specific Delivery Services) and which shall be deemed to be incorporated into these Site Terms.

5. **WING CONTRACTING PARTY**

The applicable Wing contracting party for these Site Terms shall be determined by the Elected Country selected by the Shipper pursuant to the below structure. If the Shipper has more than one Elected Country, the Shipper will open a Shipper Account for each Elected Country and enter into these Site Terms with each of the applicable Wing Contracting Parties. If the Elected Country is:

- a. the **United Arab Emirates**: the Wing contracting party is Wing DMCC, a company incorporated in the Dubai Multi Commodities Centre, Dubai, United Arab Emirates, with license no DMCC-200055; and
- b. the **Kingdom of Saudi Arabia**: the Wing contracting party is AFAQ QTECH FOR GENERAL TRADING COMPANY LIMITED, a Saudi Arabian limited liability company having registration certificate number 1010434700, located at 4th floor, Al Riyadh Gallery Complex, King Fahd Road, Riyadh, Saudi Arabia.

6. **REVIEWS, COMMENTS, COMMUNICATIONS AND OTHER CONTENT**

- a. You may, where we make the function available as part of our Services, use our Site to post reviews, comments and other content and submit suggestions, ideas, comments, questions or other information, as long as the content is not illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead. We reserve the right to remove or edit such content and to make such reports as we deem necessary to the applicable authorities.
- b. If you post content or submit material, and unless we indicate otherwise, you grant Wing non-exclusive, royalty-free and fully sublicensable and transferable rights to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media.
- c. You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with such content and material. To the extent permitted by law, you agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect any of the above rights granted by you to Wing including the execution of deeds and documents, at our request.
- d. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that, as at the date that the content or material is posted: (i) the content and material is accurate; and (ii) use of the content and material you supply does not breach any Applicable Laws, applicable policies or guidelines and will not cause injury to any person or entity (including that the content or material is not defamatory). You agree to indemnify Wing for all claims brought by a third party against Wing arising out of or in connection with the content and material you supply.

7. YOUR RELATIONSHIP WITH DSPS.

- a. The ordering of Delivery Services creates a direct contract between you and the DSP. Your request for Delivery Services on our Site constitutes an offer to buy those Delivery Services on the terms and conditions applicable to that Delivery Service as shown in the Delivery Service Contract at the time of placing your request. You agree to be bound by the Delivery Service Contract upon receipt of confirmation sent by us to you on behalf of a DSP (by email or via the Site) to fulfil the Delivery Services.
- b. We are not responsible or liable for the actions or inactions of a Shipper or for a DSP's performance, non-performance or defective performance of the Delivery Service Contract. You are solely responsible for complying with your obligations under the Delivery Services Contract and you should satisfy yourself of the terms of the Delivery Service Contract and obtain independent legal advice before purchasing any Delivery Services.

8. PROPRIETARY RIGHTS; LICENSE

- a. **License Grant.** Subject to your compliance with these Site Terms, Wing and its content providers grant you a limited, non-exclusive, non-transferable, non-sublicensable license to access and make use of our Services solely in order to purchase Delivery Services from DSPs.
- b. **Restrictions.** All rights not expressly granted to you in these Site Terms or any terms communicated to you are reserved and retained by Wing or its licensors, suppliers, publishers, rights holders, or other content providers. You shall not, and shall not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Services or Shipper App; (b) modify or make derivative works based upon the Services or Shipper App; (c) improperly use the Services or Shipper App,

including creating Internet “links” to any part of the Services or Shipper App, “framing” or “mirroring” any part of the Services or Shipper App on any other websites or systems, or “scraping” or otherwise improperly obtaining data from the Services or Shipper App; (d) reverse engineer, decompile, modify, or disassemble the Services or Shipper App, except as allowed under Applicable Law; or (e) send spam or otherwise duplicative or unsolicited communications. In addition, you shall not, and shall not allow any other party to, access or use the Services or Shipper App to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with the Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Services; or (iv) attempt to gain unauthorized access to our Service or its related systems or networks.

- c. **Ownership.** The Services, Site and Shipper App, including all intellectual property rights therein, shall remain our property. Neither these Site Terms nor your use of our Services, Site or Shipper App conveys or grants to you any rights: (a) in or related to our Services, Site or Shipper App except for the limited license granted above; or (b) to use or reference in any manner our service names, trademarks, services marks or other indicia of ownership.

9. **RIGHTS IN MWS, MWS MATERIALS, MWS SPECIFICATIONS, AND THE WING NETWORK**

Marketplace Web Service (**MWS**) is a service that enables your systems to interface with certain features or functionality available to Shippers. **MWS Materials** means any software, data, text, audio, video, images, or other content we make available in connection with MWS, including application programming interfaces, related documentation, software libraries, and other supporting materials, regardless of format. **MWS Specifications** means any technical and operational specifications, security protocols and other documentation or policies provided or made available by us with respect to MWS or MWS Materials. **Wing Network** means our, or our Affiliates’, internal data centre facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are within our or their reasonable control and are used to provide MWS or MWS Materials. As between you and us, we, our Affiliates or our licensors own all right, title, and interest in and to MWS, MWS Materials, MWS Specifications, and the Wing Network. You obtain no rights under these Site Terms from us or our licensors to MWS, MWS Materials, MWS Specifications, or the Wing Network, including any related intellectual property rights.

10. **REPRESENTATIONS AND WARRANTIES; DISCLAIMERS**

- a. You warrant that: (a) you have full power and authority to enter into these Site Terms and perform your obligations hereunder; (b) you have not entered into, and during the term will not enter into, any agreement that would prevent you from complying with these Site Terms; (c) you will comply with all Applicable Laws in your performance of these Site Terms, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to engage in any commercial activity facilitated by your use of our Services; and (d) you are not the subject of U.S. sanctions or of sanctions consistent with U.S. law imposed by the governments of the country where you are using our Services.
- b. We provide our services and the Shipper App on an “as is” and “as available” basis and we do not represent, warrant or guarantee that your access to or use of the Services or the Shipper App (a) will be uninterrupted or error free or result in any DSPs agreeing to enter into any Delivery Services Contract with you. We function as an on-demand lead generation and related service only and make no representations, warranties or guarantees as to the actions or inactions of any of the DSPs. You are advised to take reasonable precautions with respect to interactions with third parties encountered in connection with the use of our Services.

- c. When entering into a Delivery Services Contract, you may elect to make payments to the DSP via our Site, in which case you acknowledge that the DSP has appointed Wing as the limited payment collection agent solely for the purpose of accepting payments by Shippers.
- d. We do not guarantee the availability or uptime of our Services, the Site or Shipper App. Our Services, the Site and/or Shipper App may be unavailable at any time and for any reason (e.g., due to scheduled maintenance or network failure). Further, our Services may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and we are not responsible for any delays, delivery failures, or other damages, liabilities or losses resulting from such problems.
- e. Delivery Services are provided by DSPs. In addition, we provide links to the sites of affiliated companies and certain other businesses. We are not responsible for examining or evaluating, and we do not warrant, the offerings of any of these businesses or individuals (including the content of their websites). Wing does not assume any responsibility or liability for the actions, offers, services, deliverables and website content of any of these and any other third party material. You should carefully review their privacy statements and other conditions of use.

11. CONFIDENTIALITY

During the course of your use of our Services, you may receive information relating to us or to our Services, (including Wing Transaction Information) that is not known to the general public (**Confidential Information**). You agree that: (a) all Confidential Information will remain Wing's exclusive property; (b) you will use Confidential Information only as is reasonably necessary for your participation in our Services; (c) you will not otherwise disclose Confidential Information to any other person or third party; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in these Site Terms. You may not issue any press release or make any public statement related to our Services, or use our name, trademarks, or logo, in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way. **Wing Transaction Information** means, collectively, order information and any other data or information acquired by you and/or your Affiliates from Wing, its Affiliates, or otherwise as a result of these Site Terms, the transactions contemplated by these Site Terms, or the parties' performance under these Site Terms including achievement of service levels, if applicable.

12. DISCLOSURE OF INFORMATION

Wing reserves the right to report any activity that it suspects violates any Applicable Law to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with governmental requests, to protect Wing and its users and customers, or to ensure the integrity and operation of Wing's business and systems, Wing may access and disclose any information it considers necessary or appropriate, including but not limited to Shipper Account details, contact details, IP address and traffic information, usage history, and posted content.

13. USE OF WING TRANSACTION INFORMATION

You will not, and will cause your Affiliates not to, directly or indirectly: (a) disclose any Wing Transaction Information (except that you may disclose that information solely as necessary for you to perform your obligations under these Site Terms if you ensure that every recipient uses the information only for that purpose and complies with the restrictions applicable to you related to that information); (b) use any Wing Transaction Information for any marketing or promotional purposes whatsoever, or otherwise in any way inconsistent with our or your privacy policies or Applicable Law in an Elected Country; (c) disparage us, our Affiliates, or any of their or our respective products or services or any user of the Site; or (d) target communications of any kind on the basis of the intended recipient being a Site user. In

addition, you may only use tools and methods that we designate to communicate with users of our Site regarding transactions that you carry out on it, including for the purpose of scheduling, communicating, or cancelling the Delivery Services. The terms of this paragraph do not prevent you from using other information that you acquire without reference to Wing Transaction Information for any purpose, even if that information is identical to Wing Transaction Information, provided that you do not target communications on the basis of the intended recipient being a Site user.

14. WING'S LIABILITY

- a. The Site and any of our Services provided through it, or any functionality used or relied on, including all content, software, functions, materials, and information made available on or provided in connection with our Services, are provided "as-is." Each Wing entity or Person is severally liable for its own obligations under these Site Terms and is not jointly liable for the obligations of any other Wing entity or Person under these Site Terms.
- b. Shipper uses the Site and our Services at its own risk. To the fullest extent permissible by law, Wing and its Affiliates disclaim: (i) any representations or warranties regarding these Site Terms, any of our Services or the transactions contemplated by these Site Terms, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement; (ii) implied warranties arising out of course of dealing, course of performance, or usage of trade; and (iii) any obligation, liability, right, claim, or remedy in tort, whether or not arising from our negligence.
- c. Wing does not warrant that the functions contained in the Site and our Services will meet Shipper's requirements or be available, timely, secure, uninterrupted, or error free, and Wing will not be liable for any service interruptions, including but not limited to system failures or other interruptions that may affect the receipt, processing, acceptance, completion, or settlement of any transactions.
- d. Wing is not involved in transactions between Shippers and DSPs or other participant dealings. If a dispute arises between one or more participants, each participant releases Wing and its Affiliates (and their agents and employees) from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes and shall not join Wing in any legal proceedings whatsoever.
- e. Our liability arising out of or in connection with these Site Terms or the transactions contemplated, whether in contract, warranty, tort (including negligence, product liability, or other theory) to Shipper or any other Person for cost of cover, recovery or recoupment of any investment made by Shipper or its Affiliates in connection with these Site Terms, or for any loss of profit, revenue, business or data or punitive or consequential damages arising out of or relating to these Site Terms, even if Wing or its Affiliates have been advised of the possibility of those costs or damage, shall not exceed in aggregate an amount equal to the amounts during the prior six-month period paid by Shipper to DSPs via the Site in connection with the particular Service giving rise to the claim immediately preceding the event giving rise to the liability.
- f. Nothing in these Site Terms limits or excludes our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct

15. TERM AND TERMINATION

- a. These Site Terms shall commence on the date on which your Shipper Account is created and you have accepted and agreed to the Site Terms, and shall continue unless and until your Shipper Account is closed or deactivated by us or by you. Wing may terminate these Site Terms (in full or in part, or in respect of any Elected Country) at any time at its sole discretion although

Wing shall try to give fifteen days' notice to Shippers. Without prejudice to our other rights and remedies, we reserve the right to refuse Services, terminate or suspend accounts or remove, delete or edit content if you are in breach of Applicable Laws, these Site Terms or any other applicable terms and conditions, guidelines or policies communicated to you.

- b. Upon termination, your Shipper Account shall cease to be accessible (either generally or in respect of a particular Elected Country). No such termination (howsoever occasioned) shall: (i) affect any accrued rights or liabilities of either party; (ii) affect the coming into force or the continuance in force of any provision of these Site Terms which is expressly or by implication intended to come into force or continue in force on or after termination; or (iii) require a court or judicial order.

16. FORCE MAJEURE

We will not be liable for any delay or failure to perform any of our obligations under these Site Terms by reasons, events or other matters beyond our reasonable control.

17. WAIVER

Wing's rights under these Site Terms: (i) may be exercised as often as necessary; (ii) unless otherwise expressly provided in these Site Terms, are cumulative and not exclusive of rights and remedies provided by Applicable Law; and (iii) may be waived only in writing and specifically. Delay in the exercise or non-exercise of any right is not a waiver of that right.

18. THIRD PARTIES

Except in the case of Affiliates of Wing, a Person who is not a Party to these Site Terms may not enforce any of them.

19. INDEPENDENT PARTIES

You and the Wing Contracting Parties are independent contractors, and nothing in these Site Terms will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between us. You will have no authority to make or accept any offers or representations on our behalf. These Site Terms will not create an exclusive relationship between you and us. Nothing expressed or mentioned in or implied from these Site Terms is intended or will be construed to give to any Person other than the parties to these Site Terms any legal or equitable right, remedy, or claim under or in respect to these Site Terms. As between you and us, you will be solely responsible for all obligations associated with the use of any third party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use. You will not make any statement, whether on your site or otherwise, that would contradict anything in this clause.

20. TAX

The parties will be solely and independently responsible for payment of all taxes or fees (including interest and penalties) and compliance with all applicable tax laws arising out of or from their respective use of the Site, the services provided by Wing and the agreements entered into between the DSP and Shippers. DSP will provide Wing with any forms, documents, or certifications as may be required for Wing to satisfy any information reporting or withholding tax obligations with respect to any payments governed by these Site Terms.

21. SEVERABILITY

If any of these terms and the documents referred to in them is or becomes illegal, invalid or unenforceable in any jurisdiction, such illegality, invalidity or unenforceability shall not affect: (i) the legality, validity or enforceability in that jurisdiction of any other term of these Site Terms and the documents referred to in them; or (ii) the legality, validity or enforceability in

other jurisdictions of that or any other provision of these Site Terms and the documents referred to in them.

22. ENTIRE AGREEMENT

These terms and the documents referred to in them (including the privacy policy) contain the whole agreement between the parties and supersedes all previous agreements between the parties. Except as required by Applicable Law, no terms shall be implied (whether by custom, usage or otherwise) into these terms and the documents referred to in them. Each party acknowledges that, in agreeing to enter into these terms and the documents referred to in them it has not relied on any express or implied representation, warranty, collateral contract or other assurance (except those set out in these Site Terms and the documents referred to in them).

23. CHANGES, UPDATES AND UPGRADES

Wing reserves the right to change these Site Terms at any time and at its sole discretion. Any changes will be effective upon the earlier of: posting of the revisions on the Site and/or notification to you (including by email, or through your Shipper Account), without any further notice to you. You are responsible for reviewing any applicable changes. Your continued use of the Site (which may be illustrated through your accessing of your Shipper Account) and our Services following our posting of any changes, notification and/or 'click through' acceptance will constitute your acceptance of such changes. If you do not agree to any change to these Site Terms, you must not continue to use the Site or our Services. The Shipper agrees that no terms of business that it produces or sends to Wing shall have any legal force or effect. Whilst Wing endeavours to keep the Site safe and secure, we cannot guarantee the continuous operation or access to the Site. You acknowledge that Wing may, from time to time, upgrade features of the Site and or certain aspects of our Services that it provides to Shippers and DSPs generally. In order for you to benefit from any such upgrade, Wing may make changes to the provision of any of our Services and the procedures by which you receive any of our Services. Wing may also, from time to time change any of our Services for any reason whatsoever.

24. NOTICES

All notices, demands, requests, approvals, consents or other communications to be given or delivered under these Site Terms by you to Wing must be given to Wing in writing. Notice will be deemed to have been given when delivered by you and signed for by a Wing employee. We may notify you in writing via your email account or by delivering a hard copy of such notice to the address you have provided to us and which in each case will be deemed to have been given upon being sent or dispatched (as appropriate).

25. COMPLIANCE:

Shipper represents and warrants that Shipper and its financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

Shipper acknowledges that Amazon's Code of Business Conduct and Ethics posted at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govConduct> (the Code) prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. Neither party will violate or knowingly permit anyone to violate the Code's prohibition on bribery or any applicable anti-corruption laws in performing under these Site Terms. Either party may immediately terminate or suspend performance under these Site

Terms if the other party breaches this section. Shipper will maintain true, accurate and complete books and records concerning any payments made to another party by Shipper under or relating to or arising from these Site Terms, including on behalf of Wing. Wing and its designated representative may inspect Shipper's books and records to verify such payments and for compliance with this section. Wing may immediately terminate or suspend performance under these Site Terms if Shipper breaches this paragraph.

Notwithstanding anything to the contrary herein, nothing in the Site Terms shall, or shall be interpreted or construed to, induce or require either party hereto to act in any manner (including taking or failing to take any actions in connection with a transaction) which is inconsistent with or penalized under any U.S. laws, regulations, rules, or requirements that apply to any party to these Site Terms.

26. ASSIGNMENT

Neither party may assign its rights or obligations set out in these Site Terms without the prior written consent of the other party, except that Wing may assign these Site Terms to an Affiliate or in connection with any merger, reorganization, sale of all or substantially all of its assets or any similar transaction. Subject to this limitation, these Site Terms will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

27. GOVERNING LAW

These Site Terms shall be governed by and construed in accordance with:

- a. the laws of the Dubai International Finance Center in the United Arab Emirates, if the Elected Country is the UAE; or
- b. the laws of the Kingdom of Saudi Arabia, if the Elected Country is KSA.

28. DISPUTES

Any dispute, claim or controversy arising out of or in connection with these Site Terms (including a dispute, claim or controversy relating to any non-contractual obligations arising out of or in connection with these Site Terms) shall be referred to the parties' respective officers for resolution. If any dispute remains unresolved twenty one days after being referred to the parties' officers, it shall be finally settled:

- a. if the Elected Country is the UAE: 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 number of arbitrators shall be one. Both parties shall agree on the arbitrator within 30 days, if the parties fail to agree on an arbitrator within such period the arbitrator shall be appointed by the centre. The seat, or legal place, of arbitration shall be Dubai International Finance Centre. The language to be used in the arbitration shall be English; or
- b. if the Elected Country is KSA: save as set out below, 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 number of arbitrators shall be one. Both parties shall agree on the arbitrator within 30 days, if the parties fail to agree on an arbitrator within such period the arbitrator shall be appointed by the centre. The seat, or legal place, of arbitration shall be Riyadh, Saudi Arabia. The language to be used in the arbitration shall be English.

Notwithstanding the foregoing, Wing may seek injunctive relief in any court of competent jurisdiction in respect of any matter concerning the infringement of its intellectual property rights or the use of its Site to infringe any third party's intellectual property rights.

Contact middleeastlegal@amazon.com if you have any questions on these Site Terms.