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AMQCO User Service Terms and Conditions

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Before using the services provided by AMQCO via its proprietary website, mobile application, etc. (Collectively, the “Platform”), you should read carefully these *AMQCO User Service Terms and Conditions* (“Terms”), and other terms and conditions, product- or service-specific rules released by AMQCO (Collectively, the “Service Rules”). All the Service Rules are an integral part of and have the same legal force as these Terms. By accessing and using the Platform, you confirm that you have read, understood and accepted these Terms, including any Service Rules referenced herein or shown on the Platform. If you do not agree with or are unwilling to abide by these Terms, please do not continue to use/access the Platform.

The parties to these Terms are the AMQCO entities (www.amqcossystem.com) (“Amqco”, “amqco” or “amqco”) and the user (“User” or “you”) of services available on the Platform. These Terms are the terms of service between you and AMQCO for you to use the various services available on the Platform.

The Platform may be used by natural persons who have reached the age of 18 and corporate legal entities (e.g., companies).

You acknowledge and warrant that you have reached the age of 18 and have the competence of concluding a legally binding contract. If you are below the age of 18, you may use/access the Platform only with the consent of your parents or legal guardians, who shall accept these Terms and agree to take responsibility for your actions and pay any charges related to your use of the Platform and/or purchase of goods. If you do not have consent from your parents or legal guardians, you must stop using/accessing the Platform immediately.

AMQCO may amend these Terms (including the Service Rules) from time to time. We recommend you view this page and read these Terms regularly. Your continued use of the Platform from the date on which the amended Terms are posted constitutes your consent to be bound by the Terms, as amended.

For any questions or suggestions on these Terms, you may reach out to our customer service personnel via the email

“myservice_customer@amqcosystem.com” or the in-app “Customer Service Center” function.

1. About Amqco

AMQCO(www.amqcosystem.com) is a technology company which provides a platform for Users to obtain certain types of services. Services on the Platform may be supplied by AMQCO or a third party provider. Where the services are provided by a third party provider, such third party provider shall be solely responsible for such services, while Amqco’s role is merely to link the User with such third party provider, and AMQCO is not responsible for any acts and/or omissions of any third party provider. You acknowledge and understand that the third party provider is not an agent, employee or staff of Amqco; therefore, the services provided by third party providers shall not be deemed to be provided by Amqco.

2. Platform Services

AMQCO provides an online marketplace for you and vendors (“Merchants”) so that you may directly purchase various goods (“Goods”) from the Merchants via the Platform. When you place an order for Goods (“Order”) to a Merchant, AMQCO acts as an agent and as a technology provider for such Merchant to facilitate, process and conclude the Order, and subsequently AMQCO coordinates resources for the delivery of the Order to you by a third party independent service provider (“Courier”).

3. Your Account

3.1 Registration of Account

3.1.1 Before using the Platform, you need to register for a AMQCO account. When registering for a AMQCO account, you need to provide your personal information, including your name, a valid email address, a mobile number, a unique password, and other information requested from you on the registration page.

3.1.2 You are responsible for providing true, complete and accurate information when registering for a AMQCO account, and you shall bear the relevant legal liabilities or adverse consequences that are caused by unlawful, untrue, incomplete, inaccurate or out-of-date information you provided.

3.2 Use of Account

3.2.1 You can log in to the Platform by using the account password that is filled in by you and verified by the system during account registration. Your unique password should not be shared with anyone and you agree to maintain the secrecy of it at all times. You are solely responsible for the security of your password. Save for cases of fraud or abuse which are not your fault, you shall be responsible for all the consequences caused by all the actions (including but not limited to online conclusion of any agreement, browsing, purchasing, paying for, commenting on, filling in, uploading or posting any content) conducted under your account.

3.2.2 In principle, AMQCO allows you to use only one AMQCO User account except for special circumstances accepted by Amqco, such as business integration. If there is evidence indicating that, or AMQCO reasonably considers that, you have improperly registered or used multiple AMQCO accounts, AMQCO may combine relevant account information or take other reasonable measures. You are responsible for making corresponding indemnification in the event of losses caused by your unjustified registration or use to AMQCO and relevant parties.

3.3 Please contact AMQCO immediately for investigation upon detection of a security problem of your account; otherwise, AMQCO shall not be liable for the occurrence or expansion of any potential losses.

3.4 You can delete your AMQCO account via “delete account” function on the Platform when all the conditions for account cancellation announced by AMQCO are met. You acknowledge and agree that, subject to legal provisions, we may restrict, suspend or terminate your permissions for browsing the Platform and/or for using your AMQCO account if we reasonably believe that:

3.4.1 someone other than you is using your AMQCO account; or

3.4.2 you are suspected or discovered to have been involved in any activity or conduct that is in breach of these Terms or any Service Rules, or involved in activity or conduct which we deem in our sole discretion to be an abuse of the Platform.

4. Conduct Prohibited by the Platform

4.1 You acknowledge and warrant that when using the services provided by Amqco, you shall comply with applicable law and shall not engage in any conduct that is illegal or prohibited by the Platform. AMQCO reserves the right to investigate and take appropriate legal action against anyone who, in Amqco’s sole discretion, engages in any conduct prohibited by the Platform. The conduct prohibited by the Platform includes but is not limited to:

4.1.1 producing, posting, duplicating, viewing, disseminating and storing any content that: violates laws and regulations; disseminates obscenity, pornography, gambling, violence, brutality or terror, endangers the safety of others, or instigates crimes; fabricates or spreads rumours, insults, defames, threatens, harasses, abuses or slanders others, or infringes the privacy and other legitimate rights and interests of others; promotes discrimination or harassment based on race, gender, marital status, pregnancy, family position, religion, nationality, disability, sexual orientation or age; promotes terrorism or extremism; violates local customs and habits; depicts any dangerous, life-threatening or otherwise risky behaviour; constitutes cyber-bullying or “junk mail” as determined by AMQCO in its sole discretion; or contains any other content prohibited by laws and regulations;

4.1.2 engaging in the following conduct that is harmful to the security of the computer information network: cracking, destructing, deleting, modifying or adding network services and relevant software and hardware facilities; deleting, modifying or adding the data stored or transferred in the computer information network or the application; stealing the password or hacking into the computer system of others by using software, hardware or other means; intentionally making or spreading computer virus or other destructive programs; or engaging in other activities that are detrimental to the security of the computer information network;

4.1.3 posting any content that infringes the intellectual property rights, trade secret or any other rights of any person;

4.1.4 spreading advertising information without permission, using false comments or other improper means to help others improve their ratings, or threatening or blackmailing other Users or Merchants by taking advantage of the commenting right (applicable when User’s comments are enabled on the platform);

4.1.5 taking advantage of Amqco’s Platform or relevant services to conduct illegal or criminal activities, establish a website or communication group intended for carrying out fraud, teaching others how to commit a crime, making or selling prohibited and controlled items, or engaging in other illegal or criminal activities, or post such information;

4.1.6 without the prior written permit of Amqco, by yourself or by authorizing or assisting any third party, developing, supporting or using software, devices, scripts, robots or any other means or processes (including crawlers, browser plugins and add-ons or any other technology) to scrape and copy the data and any content displayed on the Platform;

4.1.7 fabricating transactions to claim compensation from AMQCO or Merchant or disturb the orderly operation of the Platform;

4.1.8 harassing or threatening AMQCO or any person (including but not limited to Users, Merchants and Couriers) on the Platform to disturb the normal operation thereof;

4.1.9 assisting Merchants or Couriers in falsifying Orders or other conduct that disturbs the normal order of transactions;

4.1.10 obtaining vouchers by any fraudulent, dishonest or other cheating means, or abusing other promotion campaigns organized by Amqco;

4.1.11 posting content by impersonating another person, or allowing any other person or entity to use your identification for posting or viewing comments;

4.1.12 engaging in any other conduct that restricts or inhibits others from using the Platform, or which, in the sole discretion of Amqco, exposes Amqco, its Users and Merchants or any other parties to any liability or detriment of any type; or

4.1.13 encouraging other people to engage in any prohibited conduct as described herein.

4.2 You acknowledge and understand that if AMQCO reasonably suspects or discovers the foregoing conduct prohibited by the Platform, AMQCO reserves the right but is not obligated to take any or all of the following measures:

4.2.1 investigating whether any content posted on the Platform complies with the Terms and determine in its sole discretion to remove or request the removal of such content depending on the circumstances;

4.2.2 suspending or terminating a User's access to the Platform or such User's AMQCO account upon any breach of these Terms;

4.2.3 monitoring, editing or disclosing any content on the Platform.

5. Orders

5.1 When browsing information about takeaway goods/services on the Platform, you should read carefully all the content contained in the information about takeaway goods/services, including but not limited to the name, type, quantity, quality, price, estimated delivery time of the takeaway goods/services, Merchant address, business hours and delivery method; you should click "Confirm" (or "Order", "Next step" or buttons of a similar function, the same as below) only if

you have read carefully, understood and fully accept all the content contained in the information about takeaway goods/services.

5.2 Some Merchants may require a minimum order value, which will be displayed on the Platform. You are allowed to place an Order for and receive the delivery of the Goods only if you meet the minimum order value. If your Order fails to meet the minimum order value, you have the option of paying the difference to meet the minimum order value or to add more Goods to your Order.

5.3 You understand and agree that AMQCO and/or the Merchant (as the case may be) will reasonably endeavour to follow your Order notes. However, if your notes are not feasible, possible or commercially reasonable, AMQCO and/or the Merchant is entitled to continue to prepare the Order in accordance with the standard operating procedures. Neither AMQCO nor the Merchant shall be responsible to replace or refund an Order which does not comply with your notes.

5.4 Please contact the Merchant prior to ordering if you have allergies or allergic reactions to certain Goods. AMQCO does not guarantee that the Goods sold by the Merchant are free of allergens, and is not obligated to provide ingredient information or allergen information on the Platform.

5.5 Submitting and Confirming an Order

5.5.1 You will be directed to the Order details page (“Order Details”, the specific content and title of which may vary with the web page or client version, and may be different at different times) after clicking “Confirm”. You should read carefully all the content contained in such Order Details, including but not limited to all the content in such Order information, the validity period of the takeaway goods/services under such Order that is displayed to draw you attention again, and conditions for claiming refunds (if applicable), and choose and confirm the purchase quantity, price, total payment amount, address for receiving the Goods, delivery time, etc. All the content contained in such Order Details constitutes the contractual content of the takeaway contract between the User and the Merchant, and will be deemed as an offer of the User; you should submit the Order only if you fully agree with all the content in the Order Details . Once the Merchant confirms to accept the Order, AMQCO will send you or display on the Order page the confirmation notice, which indicates that the takeaway contract between you and the Merchant comes into existence.

5.5.2 AMQCO specially reminds you that: Before submitting an Order, you should click to confirm the Order and make payment only after reading and confirming all the content in the Order Details one more time, and your submission of the Order indicates that you have acknowledged, agreed to and accepted all the content in the Order Details. Once an Order is accepted, all the

content contained in the Order Details will be deemed as the content of the takeaway contract, including but not limited to the name, type, quantity, quality, price, validity period, Merchant address, business hours and delivery time of the takeaway goods/services; you and the Merchant should perform your respective rights and obligations pursuant to such takeaway contract.

5.6 Cancelling an Order and Refunds

5.6.1 If an Order has not yet accepted by the Merchant, you can directly cancel the Order and request refund on the Order page by using the “Cancel” function. If you wish to cancel an Order after the Order is accepted by the Merchant, you acknowledge, understand and agree that the Merchant may not agree with you to cancel the Order on the ground that the Merchant has started preparing the Goods or due to other reasonable reasons; in such case, you do not have the right to cancel or reject the delivery of such Order.

5.6.2 After the Order is accepted by the Merchant and within 48 hours following the completion of such Order, you can request refund on the Order page by using the “Refund Request” function and choosing the reason for refund as prompted on the Platform. You will be directed to the refund procedure if the Merchant agrees to make refund; or you may request the customer service personnel of the Platform to get involved if the Merchant refuses to make refund. When processing any of your refund requests, we may require you to provide additional information or supporting documents, including picture proof of the Goods under the Order. AMQCO may, in our sole discretion, refuse to process any refund if you fail to provide such additional information or supporting documents.

5.7 AMQCO has the right to cancel any Order and/or restrict, suspend or terminate your AMQCO account in its sole discretion if it reasonably suspects or discovers fraudulent behaviour related to your AMQCO account and/or with your Order.

6. Prices and Payments

6.1 Composition of Prices

6.1.1 The prices and delivery fees for Goods on the page may change while you are browsing. Prices can also change at any time at the discretion of the the Merchant. AMQCO reserves the right to charge platform fees for the provision of our Service, which fees may also change from time to time. A breakdown of the final prices and additional charges (including the delivery fees, difference to minimum order value, platform fees or any other charges) will be displayed before you make payment. When you place an Order, you agree to all prices, additional charges and the final “Total” amount which is displayed to you.

6.1.2 You acknowledge, understand and accept that the prices on the Platform may vary from the prices offered by the Merchant (either on their own websites, applications, or at their brick-and-mortar outlets).

6.1.3 Delivery fees are chargeable on every Order unless: (i) you choose to pick up your Order directly from the Merchant (“Pick-up”) (applicable when AMQCO provides and the Merchant chooses to enable the Pick-up mode); (ii) you use a relevant promotional or discount voucher at payment; or otherwise stated.

6.2 Payment Methods

6.2.1 You can choose to pay for an Order using any payment methods provided on the Platform. AMQCO has the right to offer additional payment methods and/or remove existing payment methods at any time in its sole discretion. To pay for an Order, depending on the payment method you choose, you may need to provide us with your credit card details and other necessary payment information.

6.2.2 If you choose to pay using an online payment method, the payment shall be processed by us or a third-party payment service provider in cooperation with us. Your payment information may be retained for use in the future.

6.2.3 You have the discretion to use your valid vouchers when paying for an Order. When using the vouchers, you need to comply with Amqco’s provisions on the vouchers and promotional campaigns.

6.3 Payment Receipts

After an Order is delivered, you will receive an email with your Order receipt.

6.4 You must ensure that you have sufficient funds on your credit or debit card to complete payment of an Order. When necessary, AMQCO is responsible for processing payments made on our Platform, including refunds, returns, cancellations and dispute resolution, provided that such payments are reasonable and in accordance with these Terms.

6.5 Courier Tips

6.5.1 When you place an Order on the Platform, you may choose whether or not to pay tips (“Courier Tips”) to the delivery Courier who provides services for you. Any Courier Tips will be collected by AMQCO using the payment method used for the original Order and your Courier will receive full amount of any Courier Tips once the delivery is completed.

6.5.2 For Orders cancelled before delivery, AMQCO will process a refund of the Courier Tips you paid. Courier Tips you paid are non-refundable once the order has been delivered by the Courier.

7. Vouchers and Promotional Campaigns

7.1 AMQCO may run promotional campaigns from time to time, which may make available vouchers and other promotional offers to be used on the Platform (“Vouchers”). Holders of Vouchers should use their Vouchers during the validity period pursuant to the rules and terms displayed on the Platform. In certain cases, Vouchers may be used only once.

7.2 In certain cases, Vouchers cannot be used in conjunction with other promotions, discounts or other vouchers. Additional terms and conditions may apply to Vouchers.

7.3 AMQCO specially reminds you that: some of the Vouchers (including but not limited to new user welcome vouchers) are only valid for new customers who have never placed an order on AMQCO before, that is, customers whose mobile phone number, mobile device, e-mail and AMQCO account are all being certified by AMQCO as new customers. In addition, some of the above-mentioned Vouchers (including but not limited to new user welcome vouchers) have a validity period. For more details, please refer to “Account – Vouchers” on the platform; if the vouchers have expired, you can check it in “Past Voucher(s)” on the platform.

7.4 Unless otherwise stated, Vouchers can be used only on our Platform.

7.5 Vouchers can neither be exchanged for cash nor be refunded with change.

7.6 AMQCO reserves the right to cancel, discontinue or reject any Vouchers at any time for any reason without sending a prior notice to you, unless there are explicit provisions to the contrary in the terms and conditions of relevant Vouchers.

7.7 We may exclude certain Merchants from the use of Vouchers at any time without prior notice to you.

8. Delivery

8.1 Delivery Time

AMQCO is responsible for coordinating corresponding resources to facilitate the delivery of the Goods on your Order to the delivery address provided by you

when placing the Order. You acknowledge, understand and agree that: the “expected delivery time” is a reference time calculated by the system in comprehensive consideration of the distance from the Merchant, the time for getting the goods/services ready, and other factors, while the actual delivery time may vary with the weather, Order volumes and multiple external factors. You understand that the expected delivery time does not constitute a commitment by AMQCO to you for delivery arrival time. To ensure that you receive the delivery of the Goods on your Order, you should collect the Goods by yourself or have someone else is at the delivery address to receive the Order once an Order is placed.

8.2 Delivery Area

You acknowledge, understand and agree that Merchants offer their Goods only within specific delivery area, and different delivery area may have different Merchants. Delivery area may change depending on weather and traffic conditions and situations of force majeure.

You understand that any order that you place shall be subject to the delivery address serviceability on the part of the Couriers. AMQCO reserves the right, at its sole discretion, to impose additional conditions, such as requirement that you provide an appropriate or sufficient access to deliver the Order successfully; and/or you should negotiate with the Courier to find a suitable or secure location to leave the Order.

8.3 Within ten (10) minutes from the time the ordered Goods arrive at your delivery address, if the courier and/or the customer service personnel of AMQCO could not reach to you using the contact information you provided us or you fail to receive the Order, and the courier was unable to find a safe location to leave the Goods, AMQCO shall have the right to dispose of the goods at its discretion and shall consider the goods has been duly delivered. In this case, AMQCO shall not be responsible to replace or refund an Order, while you should be solely responsible for the fees and losses associated with such Goods.

8.4 Upon receipt of your Order, if you discover that there is problem with your Order (e.g., wrong order, defective goods, or missing items) not due to your fault, please contact Amqco’s customer service personnel immediately. In some cases, the Platform may request for picture proof to investigate the problem with your Order. If we determine that the Order and/or Goods you received does not comply with their description or are not of satisfactory condition or quality, we will compensate you for your Order in whole or in part.

9. Age Restricted Goods

9.1 Under relevant laws, some of the Goods we offer on the Platform are subject to age restrictions for purchase, and may be sold and delivered only to persons of the minimum age provided by law (“Age Restricted Goods”). The Age Restricted Goods mainly include alcohol/alcoholic goods (“Alcohol”), cigarette/tobacco products (“Tobacco”), and any other Goods that we reserve the right not to deliver to you based on relevant statutory requirements.

9.2 Under relevant laws, you must be of the statutory legal age for purchase of such Age Restricted Goods. Amqco, the Merchants and Couriers (as the case may be) have the discretion to exercise the following rights:

9.2.1 to ask for valid proof of age (e.g., ID card) to any persons before delivering Age Restricted Goods to them;

9.2.2 to refuse delivery of Age Restricted Goods to the person who cannot provide any reasonable and valid proof of age; and/or

9.2.3 to refuse delivery of Age Restricted Goods to any person for any reason.

9.3 To the extent permitted by law, we may offer Tobacco on the Platform. By offering Tobacco on our Platform, we do not purport to advertise, promote or encourage the public to purchase or use the Tobacco.

9.4 Any offer for any Alcohol and Tobacco made on the Platform is void when they are prohibited by law.

10. Intellectual Property

10.1 You understand and acknowledge that, unless otherwise stated in writing, the intellectual property rights (including but not limited to the patent rights, copyrights, trademark rights and trade secrets) to the following information and content are owned by and/or licensed to Amqco:

10.1.1 the content and information (including but not limited to software, technologies, programs, web pages, text, pictures, images, maps, icons, audio, video, tables, layouts, electronic documents, and data information) provided by AMQCO in relevant services;

10.1.2 the infrastructure and Platform (including but not limited to software, websites and applications) used by AMQCO for providing the content and information above;

10.1.3 the trademarks, business images, business marks, know-hows, slogans, texts, etc. used by AMQCO when providing relevant services;

10.1.4 all the data and information generated during the development, operation, maintenance, etc. of Amqco's Platform services.

10.2 Amqco's rights above and the intellectual property rights to any content for providing services are subject to protection by law, and AMQCO will actively enforce its intellectual property rights to the maximum extent permitted by law. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify such information and content in any way without the prior written consent of Amqco. AMQCO neither warrants nor represents that your use of materials displayed on the Platform will not infringe the rights of third parties. Use of any materials on the Platform is at your own risk.

11. Disclaimer and Limitation of Liabilities

11.1 Disclaimer

You acknowledge, understand and agree that the content on the Platform is provided "as is" and "as available". While AMQCO has made all reasonable efforts to keep the Platform the content thereon updated, AMQCO does not guarantee the accuracy, completeness or truthfulness of any content on the Platform. Use of the Platform and the content thereon is at your own risk.

11.2 You understand and agree that, to the extent permitted by law, AMQCO shall not be liable for the suspension or termination of or impact on the services caused by the following:

11.2.1 destruction caused by computer virus, trojan horse, other malicious programs or hack attacks;

11.2.2 restrictions, delays and other problems inherent in the use of the Internet and electronic communication;

11.2.3 the devices (including mobile phones, computer software, systems, hardware, and communication lines) used by Users or the third party provider being faulty, not connected, out of range, switched off or not functioning;

11.2.4 misoperation conducted by Users;

11.2.5 use of the services by the User in a manner not authorised by Amqco;

11.2.6 other circumstances (including but not limited to the actions or omissions of communication and electricity providers or third parties) that cannot be controlled, reasonably foreseen or avoided by Amqco.

11.3 Third-party Links and Websites

AMQCO reminds you that the Platform may contain links to the websites of third parties, and AMQCO does not control, endorse or take responsibility for these third party websites or links and/or any content of these linked pages. AMQCO is not liable for any loss or damage which may be suffered by you in relation to your access to and use of these third-party links and websites.

11.4 Limitation of Liabilities

11.4.1 To the extent permitted by law, AMQCO(including its employees, directors, agents, representatives, affiliates, the same below) exclude all liability (whether arising in contract, in negligence or otherwise) for loss or damage which you or any third party may incur in connection with our Platform, our services, and any website linked to our Platform and any content or material posted on it. Your remedy with respect to the losses and damage caused by your use of the Platform is to discontinue your use of the Platform. AMQCO shall not be held liable for any (a) indirect, incidental, special, consequential, punitive and exemplary losses; (b) lost sales, businesses or profits; (c) loss of anticipated savings; (d) loss of goodwill; (e) loss, destruction or inaccuracy of data or information, even if AMQCO has been advised of the possibility of such damage.

The limitations and disclaimer provisions in these Terms do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable laws. Unless otherwise stated, and to the maximum extent permitted by law, any claims against Amqco by you shall be limited to the total amounts actually paid by and/or due from you in using the service during the event giving rise to such claims.

11.4.2 AMQCO shall not be a party to any dispute between you and the Courier or service provider (including Merchants, advertisers and/or sponsors including any third party). Your use of the Platform and any content, goods or services accessed or obtained thereby is at your sole discretion and you shall bear all the consequences. You expressly waive and release AMQCO from all liabilities, claims, causes of action or damages arising from your use of the Platform or in any way associated with third parties, including Merchants, Couriers, advertisers and/or sponsors introduced to you by the Platform.

12. Liabilities of Third-party Providers

AMQCO neither takes responsibility for the quantity, quality, state or other conditions of the Goods and/or services offered by third-party providers, nor warrant the truthfulness, accuracy, completeness or non-infringement of third-party rights of the information (including menu information, pictures and images) shown on the menu/Goods page posted on the Platform.

Merchants are responsible for the preparation, conditions and quality of Goods. AMQCO shall not be liable for any loss or damage arising from your contractual relationship with the Merchant. Where applicable, AMQCO processes the receipt and payment of relevant amounts as an agent of the Merchant; however, AMQCO does not owe to you a duty of care or any fiduciary duties.

Nothing in these Terms shall exclude third-party provider's liability for death or personal injury arising from their gross negligence or wilful misconduct, or any other liabilities that cannot be excluded or limited under applicable laws.

13. Indemnity

You agree to indemnify and hold AMQCO and its directors, officers, employees, representatives, agents and affiliates harmless from any and all claims, liabilities, damages and/or expenses (including but not limited to legal costs) arising out of or in connection with:

13.1 your use of the Platform or services and/or Goods obtained through the Platform;

13.2 your breach or violation of any of these Terms; or

13.3 your violation of the rights of any third party, including Merchants, Couriers, advertisers and/or sponsors introduced to you by the Platform.

14. Protection of Personal Data

You agree and consent to AMQCO and any of its affiliates collecting, using, storing, transferring and processing your personal data in accordance with these Terms and as further described in the [*Privacy Policy*](#).

15. Termination and Amendment

15.1 AMQCO has the right to terminate, suspend or remove your account and access to the Platform for any reasons, including but not limited to: AMQCO in its sole discretion consider that your use of the Platform is not acceptable, or your

breach of these Terms. AMQCO may (but is not obligated to) send you a warning before terminating your permission for using the Platform.

15.2 AMQCO may amend these Terms from time to time. Amendments will be effective upon posting. Your continued access or use of the Platform after such posting constitutes your consent to be bound by the Terms, as amended. Responsibility to check the Terms regularly rests solely with and on you. If you do not agree with the amended Terms, whether in whole or in part, you must stop using the Platforms immediately.

16. Jurisdiction, Applicable Laws and Dispute Resolution

16.1 These Terms and any dispute arising out of or in connection with these Terms, including the effectiveness, interpretation and termination hereof, shall be governed by the laws of the Ryaid Administrative Region of the People's of Saudi.

16.2 Any dispute, controversy, difference or claim arising out of or in connection with these Terms, including the existence, validity, interpretation, performance, breach or termination of these Terms, or any non-contractual dispute arising out of or in connection with these Terms, shall be subject to the exclusive jurisdiction of Saudi courts.

17. Miscellaneous

17.1 Any nullified, invalid or unenforceable provision in these Terms for any reason shall be deemed as severable, and shall not affect the validity and enforceability of any remaining provisions.

17.2 Without the prior written consent of Amqco, you shall not transfer or assign, or attempt to transfer or assign, any rights or obligations under these Terms to a third party. AMQCO has the right to transfer or assign any rights or obligations under these Terms (i) to its affiliates, or (ii) upon sale of all or substantially all the equity interests, assets or businesses of Amqco.

17.3 Unless otherwise specifically provided in these Terms, no failure or delay by any Party in exercising any right shall constitute any waiver of such right; no single or partial exercise of any right shall prevent the exercise of any other rights, or further exercise of such right or any other rights. The rights provided under these Terms are cumulative without precluding any other rights (statutory or otherwise). No express waiver of any breach of these Terms shall be considered as a waiver of any subsequent breach.

17.4 The *Contracts (Rights of Third Parties) Ordinance* (Cap. 623) is not applicable to these Terms. No person who is not a party to these Terms has any right to enforce these Terms.

17.5 These Terms are made in both Arabic and English; in the event of ambiguity or inconsistency between the two versions, the English version shall prevail.

17.6 This application is only available in Saudi.



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