MAQAMI LLC

MASTER SERVICE & BINDING PLATFORM AGREEMENT

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Delaware File Number: 10419301 | EIN: 32-0837519
Domains Covered: maqami.co | book.maqami.co

> **BINDING LEGAL NOTICE: THIS AGREEMENT CONTAINS A BINDING EXCLUSIVE JURISDICTION CLAUSE AND CLASS ACTION WAIVER. BY REGISTERING AN ACCOUNT OR UTILIZING THE PLATFORM AT MAQAMI.CO OR BOOK.MAQAMI.CO, YOU WAIVE SIGNIFICANT LEGAL RIGHTS. NO PHYSICAL OR INK SIGNATURE IS REQUIRED FOR THIS DOCUMENT TO BE FULLY ENFORCEABLE IN A COURT OF LAW.**

This Master Service and Binding Platform Agreement (the "Agreement") is a legally enforceable contract entered into by and between **Maqami LLC**, a Delaware Limited Liability Company (hereinafter referred to as "Maqami", "Company", "We", or "Us"), and any B2B business entity, travel agency, or B2C individual consumer (hereinafter referred to as the "Client", "User", "You", or "Your") accessing, registering, or transacting on the proprietary travel and booking platforms provided by Maqami LLC.

1. DEEMED ACCEPTANCE & EXECUTION BY REGISTRATION

The Client hereby unconditionally acknowledges, agrees, and stipulates that the creation of an account, registration as a member, or any continued use of the web platforms located at **maqami.co**, **book.maqami.co**, and any associated subdomains, mobile applications, or APIs operated by Maqami LLC (collectively, the "Platform") constitutes the Client's absolute and irrevocable legal acceptance of this Agreement in its entirety. **Even if the Client has not physically, digitally, or electronically signed this specific document, the act of signing up to or accessing the Platform operates as a legally binding signature under United States electronic contracting laws.** If You do not accept the maximum liability limitations and the terms enclosed herein, You are strictly prohibited from using the Platform and must terminate your use immediately.

2. PLATFORM STATUS & COMPLETE DISAVOWAL OF ORGANIZER LIABILITY

Maqami LLC operates strictly and exclusively as an independent technology infrastructure provider and intermediary interface. The Company provides software solutions that enable Clients to search and book hotel accommodations and travel-related services provided by independent third parties.

- **No Principal Agent Status:** Maqami LLC does not own, operate, manage, maintain, or control any hotel properties, accommodations, airlines, or any travel service inventory.
- **Not a Package Organizer:** Maqami LLC is explicitly NOT an "organizer," "retailer," or "principal" under any domestic or international travel laws. All legal and financial responsibility for the delivery, quality, and execution of Travel Services rests entirely with the ultimate accommodation or service provider.

- **Complete Assumption of Risk:** The Client fully assumes 100% of the operational risk, financial risk, and liability associated with any bookings made through the Platform.

3. ABSOLUTE DISCLAIMER OF WARRANTIES

TO THE ABSOLUTE MAXIMUM EXTENT PERMITTED BY APPLICABLE UNITED STATES LAW, THE PLATFORM, API, AND ALL SERVICES ARE PROVIDED BY MAQAMI LLC STRICTLY ON AN "AS IS" AND "AS AVAILABLE" BASIS. MAQAMI LLC EXPLICITLY AND ENTIRELY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, UNINTERRUPTED OPERATION, AND NON-INFRINGEMENT. MAQAMI LLC DOES NOT WARRANT THAT THE PLATFORM WILL BE FREE OF ERRORS, BUGS, VULNERABILITIES, OR DELAYS.

4. ZERO LIABILITY POLICY (MAXIMUM LIMITATION)

UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL OR EQUITABLE THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), SHALL MAQAMI LLC, ITS SOLE MEMBER, FOUNDER, EXECUTIVES, EMPLOYEES, OR AFFILIATES BE LIABLE TO THE CLIENT, ANY END-USER, OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.

This strict exclusion of liability includes, without limitation, damages for lost profits, loss of goodwill, business interruption, travel delays, cancellations, overbookings, property damage, personal injury, death, or any failure of the actual accommodation provider. In the event that a court of competent jurisdiction strictly refuses to enforce the absolute waiver of liability herein, the Client agrees that Maqami LLC's total, aggregate cumulative liability for any and all claims shall be strictly capped at Fifty United States Dollars ($50.00 USD). This limitation is a fundamental element of the basis of the bargain.

5. BROAD CLIENT INDEMNIFICATION

The Client hereby formally covenants and agrees to unconditionally indemnify, defend, and hold harmless Maqami LLC and its officers against any and all claims, demands, lawsuits, regulatory fines, judgments, liabilities, losses, chargebacks, and expenses (including exorbitant attorney fees and legal costs) arising out of or related to:

- Any claim by an End-User, guest, or regulatory body relating to a booking made via the Client's account.
- Any breach by the Client of local, national, or international law, including consumer protection statutes.
- Any acts, omissions, negligence, or fraudulent activity committed by the Client or the End-Users.

6. FINANCIAL RESPONSIBILITY, FRAUD & CHARGEBACKS

All bookings are entirely subject to the cancellation and refund policies presented at the time of booking. The Client acknowledges that they bear 100% of the financial liability for any chargebacks, fraudulent credit card transactions, or payment disputes initiated by their End-Users or their own banking institutions. If Maqami LLC incurs a chargeback or financial penalty due to a transaction

originating from the Client's account, the Client is legally required to reimburse Maqami LLC the full amount of the dispute plus a **$250.00 USD administrative penalty fee** per occurrence, immediately payable upon demand.

7. EXCLUSIVE GOVERNING LAW & JURISDICTION

This Agreement, and any dispute, claim, or controversy arising out of or relating to it, shall be governed by, construed, and enforced exclusively in accordance with the internal laws of the **State of Delaware, United States of America**, entirely superseding any other jurisdiction's conflict of laws principles.

The Client irrevocably and permanently consents that any legal action, lawsuit, or proceeding brought against Maqami LLC MUST be filed exclusively in the state or federal courts located within **Delaware, USA**. The Client hereby completely waives any right to object to this jurisdiction, venue, or to claim that Delaware constitutes an inconvenient forum.

8. ANTI-LITIGATION PENALTY & LIQUIDATED DAMAGES

Maqami LLC operates with a zero-tolerance policy for frivolous, unmeritorious, or bad-faith legal disputes that attempt to bypass the liability limitations of this Agreement. If the Client initiates any litigation or court proceeding against Maqami LLC, the following strict measures shall apply:

- **Total Fee-Shifting ("Loser Pays"):** If the Client does not secure a final, unappealable judgment in their favor on all claims, the Client unconditionally agrees to pay 100% of Maqami LLC's legal defense costs, including premier attorney fees, court fees, and travel expenses.
- **Liquidated Damages for Breach of Covenant:** Recognizing that the reputational harm, operational disruption, and financial burden imposed on Maqami LLC by unwarranted lawsuits are severe and extremely difficult to calculate, the Client explicitly agrees to pay Maqami LLC immediate Liquidated Damages in the amount of **$50,000 USD (Fifty Thousand US Dollars)** per incident, simply for the act of initiating a lawsuit in violation of the liability waivers enclosed herein, and not as a penalty, but as a reasonable pre-estimate of damages under Delaware law.

9. CLASS ACTION WAIVER

THE CLIENT AGREES THAT ANY PROCEEDING TO RESOLVE DISPUTES WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. THE CLIENT EXPRESSLY WAIVES ANY RIGHT TO BRING ANY ACTION, LAWSUIT, OR PROCEEDING AS A CLASS OR COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER PROCEEDING IN WHICH ANY PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY AGAINST MAQAMI LLC.

10. SEVERABILITY & MODIFICATION

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction in Delaware, such invalidity shall not affect any other provision. The invalid provision will be modified by the court to the minimum extent necessary to make it enforceable while preserving the absolute intent of maximizing the protection of Maqami LLC. Maqami LLC

reserves the right to amend this agreement at any time; continued use of the platform constitutes immediate acceptance of any amendments.

MAQAMI LLC | Founder & CEO: Ahmed Gamal Abdou Ahmed | DOVER, DE, USA

This document serves as a legally binding corporate contract. Effective instantly upon user registration or site access.

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