**QUANTUM RESERVATION™**

 **Terms and Conditions of Use**

 (*as of 2 August 2018*)

**1. User Agreement**

You are advised to read all terms and conditions of use (“*Terms of Use*”) carefully as they govern the usage of our Platform which comprises of http://www.quantumreservation.com and its related sub-domains and any related applications (including mobile applications) and includes their respective internet-based services, features, content, and functionality (the “*Service*” or “*Services*”).

Quantum Reservation Pte. Ltd., a private limited company incorporated under the laws of Singapore (“*Company*”), is the owner and operator of the Platform. The Company may, at its sole discretion, and at any time, discontinue this Platform, in whole or in part, or may prevent or restrict your use of the Platform or any Service, in each case with or without notice to you and for any reason, including, but not limited to, for violation of these Terms of Use.

By accepting these terms and conditions, or by using the Platform and/or making any reservations/purchases of the Services through the Platform, you agree to be legally bound by these Terms of Use which incorporates by reference our Privacy Policy, and any other guidelines we may include at a later date with appropriate notice given. If you do not agree to these Terms of Use, please do not use the Services.

The terms "We," "Us," "Our," refer to the Company and its affiliates (“Affiliates”). An Affiliate shall mean any entity which controls, is controlled by, or is under common control of the Company. For purposes of this definition, “control” of an entity means having (i) direct or indirect ownership of more than fifty percent (50%) of the voting equity or beneficial interest of such entity, (ii) the right to vote for or appoint a majority of the board of directors or other governing body of such entity, or (iii) management or operational control of such entity.

1. **Changes**

We reserve the right, at Our sole discretion, to modify or replace the Terms of Use, the Platform and the Services at any time. If a revision to the Terms of Use is material, We will attempt to provide at least 7 days’ notice prior to any new terms taking effect. What constitutes a material change will be determined at Our sole discretion. If you disagree or do not wish to be bound by such change, you may choose to terminate use of the Services before the changes become effective. You agree that your continued use of the Services after the change becomes effective constitutes your acceptance to the changes.

1. **Additional Terms & Policies**

Please review Our Privacy Policy, incorporated herein by reference, for information and notices concerning Our collection and use of your information. Certain areas of Our Services on the Platform may have different terms and conditions posted or may require you to agree with and accept additional terms and conditions or policies. If there is a conflict between the Terms of Use and terms and conditions or policies posted for a specific Service, the latter shall take precedence with respect to your use of that specific Service.

1. **Account & User Details**

By agreeing to these Terms of Use, you agree to provide us with real and accurate information which will be protected under the appropriate privacy laws. However, this protection does not extend to failures on the user’s part to properly protect his/her account and details and We cannot be held responsible for any such failures. Any actions taken, transactions, commitments made through an account will be held against the user of the account, and We will not be held responsible for any mistakes or illegal usage of an account.

We recommend users to inform Us immediately in order to help them take the appropriate remedies and mitigate damage in the event of unauthorized usage of their accounts.

**5.**         **Age-related Restrictions**

This Platform is targeted at users aged 18 and above. This is due to the need to process financial transactions through the Platform and requirement for payment details to be linked to their account and will be similarly enforced through the requirement for payment details linkage. If parents/guardians find any unsuitable usage by your child/ward, you can email us at [adrian@quantumreservation.com] to request a removal of the account.

Any under-age users are not protected by Our Terms of Use and the Company nor any of its affiliates, directors, agents, employees or servants will not be liable or held responsible for their actions. All responsibility will be directed towards the parents/guardians of the minor.

1. **User Verification & Checks**

In accordance with applicable law, users and/or their customers may be subject to certain vetting methods in connection with their use of the Services, including without limitation, a verification of identity and, with respect to companies, criminal background checks. You hereby give your consent for Us to perform such verification and background checks in the manner and frequency as We deem reasonably necessary so long as such is performed in compliance with applicable law. Furthermore, any illegal activities will render your privacy protections invalid and We will submit to the relevant authorities such information required by them for compliance with applicable law.

Even though We may use such vetting methods, We cannot unequivocally confirm the identity of each user.  As such, We do not assume any liability for the accuracy or reliability of such vetting methods or any information provided through the Services.

1. **Access Rights & Usage Restrictions**

Subject to your compliance with these Terms of Use, We hereby grant you a limited, non-exclusive, non-sub-licensable, revocable, non-transferrable limited license to: (i) access and use the Platform solely in connection with your use of the Services; and (ii) access and use content, information and related materials that may be made available through the Services, in each case solely for your use.  Any rights not expressly granted herein are reserved by Us and Our licensors.

1. **Provision Against Prohibited Activities**

You agree not to use the Platform or Services (i) to violate or infringe upon the rights of others in any way, including without limitation rights of privacy, publicity and intellectual property, (ii) to violate or facilitate the violation of any law, regulation or ordinance or to encourage others to violate any of the same, (iii) to send unsolicited communications of any type or nature, including without limitation to contact users or others for employment, contracting or any purpose not related to the use of the Services as set forth herein, (iv) to transmit, relay, or otherwise communicate vulgar, unlawful, obscene, profane, tortious, hateful, libellous, indecent or otherwise offensive or objectionable materials or information, (v) to falsify your identity or impersonate another person; or (vi) to engage in conduct that limits the use and enjoyment of the Services, or any part thereof, by other users in any way, in each case as determined by Us in Our sole and absolute discretion.

In addition, you agree not to (1) reverse engineer, disassemble, alter, decompile, duplicate, create derivative works from, make copies of, extract information from, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Platform or Services, in whole or in part, except as expressly permitted by Us; (2) post any software, links or content that directly or indirectly contains viruses, corrupted files or any other similar mechanism that may adversely affect the operation of the Platform or its Services; (3) connect, use, attempt to connect or use in any way the Services, for purposes other than your private, personal use as explicitly offered on the Platform; (4) link to, mirror or frame any portion of the Platform except as expressly permitted by Us; (5) incorporate, integrate or otherwise include any portion of the Services that is comprised of software into any software, program or product that communicates, accesses, or otherwise connects with the Services; (6) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Platform or Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Platform or Services; (7) attempt to gain unauthorized access to or impair any aspect of the Platform or Services or its related systems or networks; or (8) remove any copyright, trademark or other proprietary notices from any portion of the Platform or Services.  Finally, you may not authorize or assist any third party to do any of the things described in this section.

1. **Termination/Suspension of Usage Rights**

We may terminate this Agreement or terminate or suspend your access to the Platform at any time, with or without cause, and with or without notice. Upon such termination or suspension, your right to use the Platform and its Services will immediately cease.

If you violate these Terms of Use in any way, We shall have the right, in Our sole discretion, to terminate or suspend your account, remove or modify any account-related content or access, or take any other action that We believe is appropriate.  We may investigate violations of these Terms of Use and may involve and cooperate with law enforcement authorities in taking legal action against Users who are involved in such violations, including without limitation pursuing civil, criminal and injunctive redress.  You hereby waive and hold us harmless from any claims resulting from any action We take during or as a result of Our investigation and from any actions taken as a consequence of such investigations by Us or any law enforcement authorities.

You agree not to register under a different username or identity after your account has been suspended or terminated, including in the name of a third party even if you are acting on behalf of such third party. These Terms of Use shall remain enforceable against you even after the termination or suspension of your account.

You may terminate this Agreement at any time by ceasing your use of the Platform and its Services. All sections of these Terms of Use which by their nature should survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

1. **User Content**

We may, in Our sole discretion, permit you to post, upload, publish, submit or transmit User Content. By making available any User Content on or through the Platform, you hereby grant to Us a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast, access, view, and otherwise exploit such User Content on, through, by means of or to promote, market or advertise the Platform or Service, or for any other purpose in Our sole discretion, except that private messaging through the Platform will not be used by Us in public advertising or marketing material. For the avoidance of doubt, the license granted to Us shall survive termination of the Platform or your account. With the exception of your feedback or comments, We do not claim ownership rights in your User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available on or through the Platform. Accordingly, you represent and warrant that: (a) you either are the sole and exclusive owner of all User Content that you make available on or through the Platform or you have all rights, licenses, consents and releases that are necessary to grant to Us the rights in such User Content, as contemplated under these Terms; and (b) neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or Our use of the User Content (or any portion thereof) on, through or by means of the Platform will infringe, misappropriate or violate a third party’s patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree that We may proofread, summarize or otherwise edit and/or withdraw Content provided by you, and you understand it remains your sole responsibility to monitor your User Content and ensure that such edited Content is accurate and consistent with your representations and warranties in these Terms.

The following types of content are not allowed on Our Platform:

* Content that is unlawful, threatening, abusive, libellous, pornographic, obscene, vulgar, indecent, offensive or which infringes on the intellectual property rights or other rights of any third party; and
* Content that contains any viruses and/or other code that has contaminating or destructive elements.

We reserve the right to define the above guidelines and add more restrictions. Users are encouraged to use their common sense and discretion while following the above guidelines. We also hold no responsibility for user actions or content and hold the right to remove any content which violates Our guidelines.

If you believe that any content on the Platform violates these Terms of Use, please email to [adrian@quantumreservation.com].

We are not obliged to maintain, keep or provide a copy of any User Content provided by you or others, otherwise than for compliance with applicable law and Our Privacy Policy. If you wish to be provided a copy of your User Content, and We are agreeable to providing such a copy, you agree that We have the sole discretion to charge an administration fee.

**11. Third Party Services**

Our Service may contain links to third­-party web sites or services that are not owned or controlled by Us. We have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that We shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

You are responsible for deciding if you wish to access third-party websites by clicking on a link or installing an application. The inclusion of any link or application on the Platform does not imply that We endorse the linked site or application. Your use of the links and third-party websites shall be at your own risk and you agree that your use of an application or third-party website via the Platform is on an “as is” and “as available” basis without any warranty for any purpose.

Additional terms and conditions of third party service providers may apply to your reservations and purchases. Please read these additional terms and conditions carefully. You acknowledge and accept that a third-party service provider may change, modify or discontinue, temporarily or permanently, any third-party services used by you, without notice to you and We shall not be liable or responsible for such change, modification, suspension and/or discontinuance of third-party services.

**12. User Disputes**

We reserve the right, but do not have the obligation, to monitor or take any action we deem appropriate regarding disputes between you and service providers. We urge parties to cooperate with each other to promptly resolve any such disputes. Should We be forced to step in, all parties agree to accept Our decision as final and binding.

**13. Provision Against Warranty**

The Services and Platform are provided “as is,” “with all faults” and “as available,” and the entire risk as to satisfactory quality, performance, accuracy, security, and effort lies with you. To the maximum extent permitted by applicable law, We make no representations, warranties or conditions, express or implied.  We disclaim any and all warranties or conditions, express, statutory and implied, including without limitation (i) warranties or conditions of merchantability, fitness for a particular purpose, workmanlike effort, accuracy, title and non-infringement, (ii) warranties or conditions arising through course of dealing or usage of trade, and (iii) warranties or conditions that access to or use of the Platform and/or the Services will be uninterrupted or error-free.

We do not warrant that the Platform or Services will operate error-free or that the Platform or its server are free of computer viruses or other harmful mechanisms. You understand and agree that you download or otherwise obtain material or data through the use of the Platform or Services at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material or data. If your use of the Platform or the Services results in the need for servicing or replacement of equipment or data, We are not responsible for those costs.

We cannot and do not warrant that your materials, including any personal or financial information, supplied by you will not be intercepted, deleted, misappropriated or used by others.

We do not warrant any reservations or Services purchased by you and do not recommend or endorse any particular service provider. If a dispute arises between you and one or more service providers, you shall release Us from any and all claims, demands, and damages 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.

You are responsible for ensuring that you and/or your customers meet foreign entry requirements, including all requirements pertaining to travel documents, such as passports and visas (transit, business, tourist, and otherwise). We have no special knowledge regarding foreign entry requirements or travel documents. We urge you and your customers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations. By offering reservations or purchases in particular countries, We do not represent or warrant that travel to such counties or destinations is advisable or without risk, and We are not liable for any damages or losses that may result from travel to such countries or destinations.

**14. Liability Limitation & Remedy**

You acknowledge and agree that We are only willing to provide you access to the Platform and provide the Services if you agree to certain limitation of Our liability to you and to third parties. To the extent allowed by applicable law, in no event will We be liable for any damages, including without limitation any direct, indirect, consequential, special, incidental, or punitive damages arising out of, based on, or resulting from this Terms of Use or your use of the Services or the Platform, even if We have been advised of the possibility of such damages. The exclusion of damages under this section is independent of any rights or remedies available to you and shall survive in the event such rights or remedies fail of its essential purpose or is otherwise deemed unenforceable. These limitations and exclusions apply without regard to whether the damages arise from (i) breach of contract, (ii) breach of warranty, (iii) negligence, or (iv) any other cause of action, to the extent such exclusion and limitations are not prohibited by applicable law. If you are dissatisfied with the Services, or you do not agree with any part of these Terms of Use, or you have any other dispute or claim with or against us with respect to these Terms of Use or the Services, then your sole and exclusive remedy is to discontinue using the Services and the Platform. In no event shall Our total liability to you for all damages, losses and causes of action (whether in contract or tort, including but not limited to, negligence) exceed the greater of the amount paid by you, if any, for accessing this Platform in the prior twelve (12) months.

For the avoidance of doubt, in no event will We be liable for the online or offline conduct of a user and you hereby release Us from any liability relating to such.

**15. Indemnification**

You agree to release, indemnify, defend and hold harmless the Company, its parent, subsidiaries and affiliates, and its and their shareholders, officers, directors, employees, agents and advisors, from and against any and all losses, liabilities, claims (including claims without legal merit or brought in bad faith), demands, damages, costs or expenses, causes of action, suits, proceedings, judgments, awards, executions and liens, including reasonable attorneys’ fees and costs (whether brought by third parties or otherwise) (collectively, “*Claims*“) due to or arising out of any materials, information or User Content that you submit, post, transmit, modify or otherwise make available through the Services and the Platform, your use of the Platform or the Services, your connection to the Platform or the Services, any breach by you of these Terms of Use, or your violation of any rights of another person or user.  We reserve the right, at Our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, which will not excuse your indemnity obligations under this Section.

**16. Legal Claims**

In the interest of resolving all legal claims expeditiously, you hereby agree that all legal claims must be filed within six (6) months after the cause of action has occurred failing which the claims shall be deemed to be extinguished and We shall not be held liable.

**17. Ownership, Use And Intellectual Property Rights**

The Platform and the Services and all intellectual property rights contained therein are owned by Us, Our licensors or both (as applicable). Intellectual property rights include rights such as: copyright, trademarks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). We and/or Our licensors reserve all of Our and their rights in any intellectual property in connection with the Platform and the Services. You acknowledge such ownership of the intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Our and Our licensors' ownership the intellectual property rights to the Platform and the Services.

Nothing in these Terms of Use grants you any legal rights in the Platform and the Services other than as necessary to enable you to access the Platform and the Services. You agree not to circumvent or delete any notices contained therein (including any intellectual property notices) and in particular in any digital rights or other security technology embedded or contained therein.

**18. International Usage**

The Platform and the Services are directed to residents of the Republic of Singapore. Those who choose to access the Platform or use the Services from outside of Singapore do so at their own risk and may be subject to securities and tax regulations within their applicable jurisdictions that are not addressed on this Platform. You agree to comply with all local rules regarding online conduct, including all laws, rules, codes and regulations of the country in which you reside and the country from which you access the Platform. In addition, you agree to comply with all applicable laws, rules, codes and regulations regarding the transmission of technical data exported from Singapore.

**19. Electronic Communications**

The very nature of the Services provides communications between you and Us by any electronic means (e.g., via the Platform, email, text message).  For purposes of forming a legally binding agreement, you consent to receive communications from Us in electronic form and agree that all terms and conditions, agreement, notices, disclosures and other communications that We provide to you electronically satisfy any applicable legal requirements, including that these be made in writing. You acknowledge that there is inherent risk in use of the Internet and that information transmitted through the Internet in general is not confidential. We cannot and do not guarantee the privacy or protection of any electronic communications through the Internet.

**20. Waiver & Severability**

Our failureto exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**21. Entire Agreement**

The Terms of Use and any other terms and conditions of service on the Platform constitute the sole and entire agreement between you and Us with respect to the Platform and Services and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Platform and Services.

**22.** **Events Beyond Our Control**

We shall have no liability to you for any breach of these Terms of Use caused by any event or circumstance beyond Our reasonable control including, without limitation, strikes, lock-outs or other industrial disputes; breakdown of systems or network access; or flood, fire, explosion or accident.

**23.** **Rights of Third Parties**

A person who is not a party to these Terms of Use shall have no right under the Contracts (Rights of Third Parties) Act (Chapter 35B) to enforce any of its terms, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.

**24.** **Governing Law and Dispute Resolution**

The Terms of Use shall be governed by and construed in accordance with the laws of Singapore and all disputes arising out of or in connection with these Terms of Use shall be subject to the exclusive jurisdiction of the Courts of Singapore.