

#### **TERMS OF USE - WEBSITE**

### ACCEPTANCE OF TERMS

The services that Quantium Solutions provides to You are subject to the following Terms of Use ("Terms"). Quantium Solutions reserves the right to update these Terms at any time without notice to You.

#### Meanings and Interpretations

References to "Our", "We", "Us" and "Quantium Solutions" shall be references to Quantium Solutions (Japan) Inc., and includes, as the context may require, subsidiaries, affiliates and associates of Quantium Solutions (Japan) Ltd, their respective subsidiaries, affiliates and associates, as well as their successors and assigns. References to "You" and "Your" shall mean references to each visitor to the website, as the context requires.

"Website" means this Internet website owned and operated by Us accessible at any of the following uniform resource locators (urls) www.ezyfulfillment .com including such features thereof as may be delivered therefrom.

## CONDITIONS OF ACCESS

By accessing the information and materials made available on the Website, You acknowledge and accept the statements herein and agree to be bound by these Terms. Neither the information, nor any opinion contained in the Website constitutes a solicitation. The information and materials -including these Terms - may be modified, deleted or replaced from time to time and at any time at the absolute discretion of Quantium Solutions. You agree to review the Terms from time to time to be aware of such modifications, deletions or replacements and Your continued access to or use of the Website shall be deemed to be Your conclusive acceptance of the Terms (including any modifications, deletions or replacements hereto).

This Website, the service and use of all related facilities are provided on an "As Is, As Available" basis without any warranties whether express or implied, and Quantium Solutions shall not be liable for any loss, damage (direct or indirect), cost, liability, expense, claim or demand arising either directly or indirectly from any such transaction. Any and all warranties, including without limitation warranties of mercantability, fitness for a particular purpose, accuracy, reliability, availability, title, non-infringement or implied warranties from course of dealing or usage of trade to the extent permissible by applicable law are expressly excluded and disclaimed by Quantium Solutions.

We do not warrant that the Website will meet Your requirements or will always be accessible, uninterrupted, timely, secure, error-free or free from computer virus or other invasive or damaging code. Quantium Solutions is not liable in any manner to You or to any person claiming through You whomsoever, for any losses, damages (direct or indirect), costs, liabilities, expenses,

claims or demands resulting from any delays, inaccuracies or errors in the information or in its transmission.

You understand that You are responsible for any content that You post or transmit on or through the website, and You agree to use this website in a manner consistent with all applicable laws and regulations. In particular, You will not access or use the Website in any manner that will (i) undermine the security or integrity of the Website; (ii) infringe or violate any copyright, trade mark or any other intellectual property, personal or proprietary rights of, or obligation of confidence to, any person; (iii) is offensive, obscene, defamatory or otherwise actionable; (iv) render Quantium Solutions liable or expose Quantium Solutions to any claim or proceedings

whatsoever.

# USERID, PASSWORD, MEMBERSHIP AND SECURITY

In the event that any userid and/or password is issued to You by Quantium Solutions, You shall preserve the confidentiality of such userid and password at all times and shall ensure that the userid and/or password are not revealed or disclosed in any manner whatsoever to any person or persons whomsoever. You should change Your password from time to time to enhance its security. You shall be fully responsible for all use and liability resulting from access to the service with Your userid and password, notwithstanding that they may have been used by any other person without Your knowledge or authority. Quantium Solutions shall not be responsible for unauthorized transactions arising from or in connection with the misuse or disclosure of



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You understand that when You access or use the Website, We may gather or obtain the following information: (i) personal information which You provide to Us (including, but not limited to, Your name, contact number, email address and mailing address); and (ii) general web statistics gathered or obtained as You browse the Website. You agree that We may use the said

information for planning, research, design and marketing of services, or as may be required pursuant to any applicable laws, rules or regulations or direction of statutory or regulatory authority or stock exchange or order of a relevant court of law.

### LINKS TO OTHER WEBSITES

We do not represent or intend for such links to be referrals or endorsements of the websites or the entities operating such websites and We take no responsibility for any dealings with such entities, whether or not such dealings are related to the services. You understand and acknowledge that any access to such sites is at Your own risk as We do not maintain, control or contribute to such sites or the information contained therein. You agree that You will not hold Us liable for any loss, damage, cost, liability, expense, claim or demand that may occur as a result of any reliance on or use of such information, or arising from or in connection with access to such websites.

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# INDEMNITY

You agree to indemnify and hold Quantium Solutions, its parent, subsidiaries, affiliates, associates, directors, officers and employees, harmless from any loss, damage, cost, liability, expense, claim or demand, including reasonable attorneys' fees, made by any third party arising from or in connection with Your use of this Website, violation of any of these Terms, or infringement by You or any other user of Your account, of any intellectual property or other right of any person or entity. For the avoidance of doubt, these Terms are for the benefit of Quantium Solutions, and its directors, officers, employees, suppliers, licensors, agents, and any third party licensors of the Website. As such, any of the above individuals or entities shall be entitled to assert and enforce these Terms directly against You on their own behalf.

### GOVERNING LAW AND JURISDICTION

The agreement formed between Quantium Solutions and You shall be deemed to be a contract made in Singapore and shall be subject to, governed by and interpreted in accordance with the Laws of the Republic of Singapore for every purpose and the parties agree to submit to the exclusive jurisdiction of the Singapore courts