

## TERMS OF USE - WEBSITE

### ACCEPTANCE OF TERMS

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

#### *Meanings and Interpretations*

References to "Our", "We", "Us" and "Quantum Solutions" shall be references to Quantum Solutions (Japan) Inc., and includes, as the context may require, subsidiaries, affiliates and associates of Quantum Solutions (Japan) Inc., 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.quantumsolutions.jp](http://www.quantumsolutions.jp)

[www.pickpackship.jp](http://www.pickpackship.jp)

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 Quantum 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).

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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 Quantum Solutions liable or expose Quantum 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 Quantum 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. Quantum Solutions shall not be responsible for unauthorized transactions arising from or in connection with the misuse or disclosure of Your userid and/or password.

If You do register or open an account with Quantum Solutions, You must provide Us with accurate, complete and updated registration information. We reserve the right to terminate Your account, if any is registered or opened with Quantum Solutions, if We learn that You have provided Quantum Solutions with false or misleading registration information; or if We become aware and determine, at Our sole discretion, that You are violating any of these Terms.

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**

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#### **INDEMNITY**

You agree to indemnify and hold Quantum 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 Quantum 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 Quantum 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