

USE OF THE SERVICES

As a condition of your use of the Services, you warrant that (i) all information supplied by via the Services to Qamp is true, accurate, current and complete, (ii) if you are an Account Holder, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you, (iii) you are 13 years of age or older (in some jurisdictions, local laws may have an older age requirement) in order to register for an account, use the Services and contribute to our websites, and (iv) you possess the legal authority to enter into this Agreement and to use the Services, including our websites in accordance with all terms and conditions herein. Qamp does not knowingly collect the information of anyone under the age of 13. We retain the right at our sole discretion to deny anyone access to the Services, at any time and for any reason, including, but not limited to, for violation of this Agreement. By using the Services, including any products or services that facilitate the sharing of Content to or from third party sites, you understand that you are solely responsible for any information that you share with Qamp. You may access the Services solely as intended through the provided functionality of the Services and as permitted under this Agreement.

Copying, transmission, reproduction, replication, posting or redistribution of (a) Content or any portion thereof and/or (b) the Services more generally is strictly prohibited without the prior written permission of Qamp.

In order to access certain features of the Services, you will need to become an Account Holder by creating an account. When you create an account, you must provide complete and accurate information. You are solely responsible for the activity that occurs on your account, including your interaction and communication with others, and you must safeguard your account. Towards this end, if you are an Account Holder, you agree to keep your contact information up to date.

If you are creating a Qamp account for commercial purposes and are accepting this Agreement on behalf of a company, organisation or other legal entity, you represent and warrant that you are authorised to do so and have the authority to bind such entity to this Agreement, in which case the words “you” and “your” as used in this Agreement shall refer to such entity

and the individual acting on behalf of the company shall be referred to as a “Business Representative”.

Through your use of the Services you may encounter links to third party sites and apps or be able to interact with third party sites and apps. This may include the ability to share Content from the Services, including your Content, with such third party sites and apps. Please be aware that third party sites and apps may publicly display such shared Content. Such third parties may charge a fee for use of certain content or services provided on or by way of their websites. Therefore, you should make whatever investigation you feel is necessary or appropriate before proceeding with any transaction with any third party to determine whether a charge will be incurred. Where Qamp provide details of fees or charges for such third party content or services, such information is provided for convenience and information purposes only. Any interactions with third party sites and apps are at your own risk. You expressly acknowledge and agree that Qamp is in no way responsible or liable for any such third party sites or apps.

Some Content you see or otherwise access on or through the Services is used for commercial purposes. You agree and understand that Qamp may place advertising and promotions on the Services alongside, near, adjacent or otherwise in close proximity to your Content (including, for video or other dynamic content, before, during or after its presentation), as well as the Content of others.

ADDITIONAL PRODUCTS

Qamp may, from time to time, decide to change, update or discontinue certain products and features of the Services. You agree and understand that Qamp have no obligation to store or maintain your Content or other information you provide, except to the extent required by applicable law.

We also offer other services that may be governed by additional terms or agreements. If you use any other such services, the additional terms will be made available and will become part of this Agreement, except where such additional terms expressly exclude or otherwise supersede this Agreement. For example, if you use or purchase such additional services for commercial or business purposes, you must agree to the applicable additional terms. To the extent any other terms conflict with the terms and

conditions of this Agreement, the additional terms shall govern to the extent of the conflict with respect to those specific services.

PROHIBITED ACTIVITIES

The Content and information available on and through the Services (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software, code or other material), as well as the infrastructure used to provide such Content and information, is proprietary to Qamp or licensed to Qamp by third parties. For all Content other than your Content, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell or re-sell any information, software, products or services obtained from or through the Services. Additionally, you agree not to:

- (i) use the Services or Content for any commercial purpose, outside the scope of those commercial purposes explicitly permitted under this Agreement and related guidelines as made available by Qamp;
- (ii) access, monitor, reproduce, distribute, transmit, broadcast, display, sell, license, copy or otherwise exploit any Content of the Services, including but not limited to, user profiles and photos, using any robot, spider, scraper or other automated means or any manual process for any purpose not in accordance with this Agreement or without our express written permission;
- (iii) violate the restrictions in any robot exclusion headers on the Services or bypass or circumvent other measures employed to prevent or limit access to the Services;
- (iv) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- (v) deep-link to any portion of the Services for any purpose without our express written permission;
- (vi) "frame", "mirror" or otherwise incorporate any part of the Services into any other websites or service without our prior written authorisation;
- (vii) attempt to modify, translate, adapt, edit, decompile, disassemble or reverse engineer any software programs used by Qamp in connection with the Services;

- (viii) circumvent, disable or otherwise interfere with security-related features of the Services or features that prevent or restrict use or copying of any Content; or
- (ix) download any Content unless it's expressly made available for download by Qamp.

PRIVACY POLICY AND DISCLOSURES

Any personal information you post on or otherwise submit in connection with the Services will be used in accordance with our Privacy Policy.

REVIEWS, COMMENTS AND USE OF OTHER INTERACTIVE AREAS; LICENCE GRANT

We appreciate hearing from you. Please be aware that by providing your Content to or through the Services, be it via email, posting via any Qamp synchronisation product, via the services and applications of others, or otherwise, including any of your Content that is transmitted to your Qamp account by virtue of any Qamp product or service, reviews, questions, photographs or videos, comments, suggestions, ideas or the like contained in any of your Content, you grant Qamp a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to (a) host, use, reproduce, modify, run, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Content of yours throughout the world in any media, now known or hereafter devised; (b) make your Content available to the rest of the world and to let others do the same; (c) to provide, promote, and improve the Services and to make your Content shared on the Services available to other companies, organisations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content of yours on other media and services, subject to our Privacy Policy and this Agreement; and (d) use the name and/or trademark that you submit in connection with such Content of yours. You acknowledge that Qamp may choose to provide attribution of your Content at our discretion. You further grant Qamp the right to pursue at law any person or entity that violates your or Qamp's rights in your Content by a breach of this Agreement. You acknowledge and agree that your Content is non-confidential and non-proprietary. You affirm, represent and warrant that you own or have the necessary licences, rights (including copyright and other proprietary rights), consents and permissions to publish

and otherwise use (and for Qamp to publish and otherwise use) your Content as authorised under this Agreement.

If it is determined that you retain moral rights (including rights of attribution or integrity) in your Content, you hereby declare that, to the extent permitted by applicable law, (a) you do not require that any personally identifying information be used in connection with the Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of your Content by Qamp or their licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement to any and all moral rights of an author in any of your Content; and (d) you forever release Qamp and their licensees, successors and assigns, from any claims that you could otherwise assert against Qamp by virtue of any such moral rights.

Note that any feedback and other suggestions you provide may be used at any time and we are under no obligation to keep them confidential.

The Services may contain discussion forums, bulletin boards, review services, travel feeds or other forums in which you may post your Content, such as reviews of travel experiences, messages, materials or other items ("Interactive Areas"). If Qamp provides such Interactive Areas on the websites, you are solely responsible for your use of such Interactive Areas and use them at your own risk. Qamp does not guarantee any confidentiality with respect to any of your Content you provide to the Services or in any Interactive Area. To the extent that any entity that is one of Qamp provides any form of private communication channel between Account Holders, you agree that such entity(ies) may monitor the substance of such communications in order to help safeguard our community and the Services. You understand that Qamp does not edit or control the user messages posted to or distributed through the Services, including through any chat rooms, bulletin boards or other communications forums, and will not be in any way responsible or liable for such messaging. In particular, Qamp does not edit or control users' Content that appears on the websites. Qamp nevertheless reserves the right to remove without notice any such messaging or other Content from the Services, where they believe in good faith that such Content breaches this Agreement or otherwise believe the removal is reasonably necessary to safeguard the

rights of Qamp and/or other users of the Services. Should you disagree with the removal of your Content from the websites, you may contact Qamp using the Help Center to make your objections. By using any Interactive Areas, you expressly agree only to submit Content of yours that complies with Qamp's published guidelines, as are in force at the time of submission and made available to you by Qamp. You expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Services any Content of yours that:

- a. Is false, unlawful, misleading, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing (or advocates harassment of another person), threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. Is patently offensive to the online community, such as that which promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- c. Would constitute, encourage, promote or provide instructions for conduct of an illegal activity, a criminal offense, give rise to civil liability, violate the rights of any party in any country of the world, or that would otherwise create liability or violate any local, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission (SEC) or any rules of any securities exchange, including but not limited to, the New York Stock Exchange (NYSE), the NASDAQ or the London Stock Exchange;
- d. Provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy or providing or creating computer viruses;
- e. May infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. In particular, content that promotes an illegal or unauthorised copy of another's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy-protect devices, or providing pirated music or links to pirated music files;
- f. Constitutes mass mailings or "spamming", "junk mail", "chain letters" or "pyramid schemes";
- g. Impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including Qamp;

- h. Is private information of any third party, including, without limitation, addresses, phone numbers, email addresses, National Insurance numbers and credit card numbers. Note that an individual's surname (family name) may be posted to our websites, but only where express permission of the identified individual has been secured beforehand;
- i. Contains restricted or password-only access pages, or hidden pages or images (those not linked to or from another accessible page);
- j. Include or are intended to facilitate viruses, corrupted data or other harmful, disruptive or destructive files;
- k. Is unrelated to the topic of the Interactive Area(s) in which such Content is posted; or
- l. In the sole judgment of Qamp, (a) violates the previous subsections herein, (b) violates Qamp's related guidelines as made available to you by Qamp, (c) is objectionable, (d) restricts or inhibits any other person from using or enjoying the Interactive Areas or any other aspect of the Services, or (e) may expose any of the Qamp Companies or their users to any harm or liability of any type.

Qamp takes no responsibility and assume no liability for any Content posted, stored, transmitted or uploaded to the Services by you (in the case of your Content) or any third party (in the case of any and all Content more generally), or for any loss or damage thereto, nor are Qamp liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services, Qamp is not liable for any statements, representations or any other Content provided by its users (including you as to your Content) in the websites or any other forum. Although Qamp has no obligation to screen, edit or monitor any of the Content posted to or distributed through any Interactive Area, Qamp reserves the right, and has absolute discretion, to remove, screen, translate or edit without notice any Content posted or stored on the Services at any time and for any reason, or to have such actions performed by third parties on their behalf, and you are solely responsible for creating backup copies of and replacing any Content you post or otherwise submit to us or store on the Services at your sole cost and expense.

Any use of the Interactive Areas or other aspects of the Services in violation of the foregoing violates the terms of this Agreement and may

result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Services more generally.

LIABILITY DISCLAIMER

PLEASE READ THIS SECTION CAREFULLY. THIS SECTION LIMITS Qamp's LIABILITY TO YOU FOR ISSUES THAT MAY ARISE IN CONNECTION WITH YOUR USE OF THE SERVICES. IF YOU DO NOT UNDERSTAND THE TERMS IN THIS SECTION OR ELSEWHERE IN THIS AGREEMENT, PLEASE CONSULT A LAWYER FOR CLARIFICATION BEFORE ACCESSING OR USING THE SERVICES.

THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES PUBLISHED ON OR OTHERWISE PROVIDED VIA THE SERVICES MAY INCLUDE INACCURACIES OR ERRORS. Qamp DOES NOT GUARANTEE THE ACCURACY OF, AND DISCLAIMS ALL LIABILITY FOR, ANY ERRORS OR OTHER INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF ANY PRODUCTS DISPLAYED ON THE SERVICES (INCLUDING, WITHOUT LIMITATION, THE PHOTOGRAPHS, LIST OF ACCOMODATION, EXPERIENCE, GENERAL PRODUCT DESCRIPTIONS, REVIEWS AND RATINGS, ETC.). IN ADDITION, Qamp EXPRESSLY RESERVES THE RIGHT TO CORRECT ANY ERRORS.

Qamp MAKES NO REPRESENTATIONS OF ANY KIND ABOUT THE SUITABILITY OF THE SERVICES, INCLUDING THE INFORMATION CONTAINED ON ITS WEBSITES OR ANY PORTION THEREOF, FOR ANY PURPOSE, AND THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICE OFFERINGS ON ITS WEBSITES OR OTHERWISE THROUGH THE SERVICES DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICE OFFERINGS BY Qamp, NOTWITHSTANDING ANY AWARDS DISTRIBUTED BASED ON USER REVIEWS. ALL SUCH INFORMATION, SOFTWARE, PRODUCTS AND SERVICE OFFERINGS MADE AVAILABLE BY OR THROUGH THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Qamp DISCLAIMS ALL WARRANTIES, CONDITIONS OR OTHER TERMS OF ANY KIND THAT THE SERVICES, ITS SERVERS OR ANY DATA (INCLUDING EMAIL) SENT FROM Qamp, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE MAXIMUM EXTENT PERMITTED UNDER

APPLICABLE LAW, Qamp HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS AND THE SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OR TERMS OF ANY KIND AS TO OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET POSSESSION AND NONINFRINGEMENT.

Qamp ALSO EXPRESSLY DISCLAIM ANY WARRANTY, REPRESENTATION OR OTHER TERM OF ANY KIND AS TO THE ACCURACY OR PROPRIETARY CHARACTER OF THE CONTENT

SUBJECT TO THE FOREGOING, YOU USE THE SERVICES AT YOUR OWN RISK AND IN NO EVENT SHALL Qamp (OR THEIR OFFICERS, DIRECTORS AND/OR EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OR ANY LOSS OF INCOME, PROFITS, GOODWILL, DATA, CONTRACTS, USE OF MONEY, OR LOSS OR DAMAGES ARISING FROM OR CONNECTED IN ANY WAY TO BUSINESS INTERRUPTION OF ANY TYPE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, YOUR ACCESS TO, DISPLAY OF OR USE OF THE SERVICES OR WITH THE DELAY OR INABILITY TO ACCESS, DISPLAY OR USE THE SERVICES (INCLUDING, BUT NOT LIMITED TO, YOUR RELIANCE UPON REVIEWS AND OPINIONS APPEARING ON OR THROUGH THE SERVICES; ANY VIRUSES, BUGS, TROJAN HORSES, INFORMATION, SOFTWARE, LINKED SITES, PRODUCTS AND SERVICES OBTAINED THROUGH THE SERVICES (INCLUDING, BUT NOT LIMITED TO ANY Qamp's SYNCRONISATION PRODUCT); PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR USE OF THE SERVICES' SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT; OR OTHERWISE ARISING OUT OF THE ACCESS TO, DISPLAY OF OR USE OF THE SERVICES) WHETHER BASED ON A THEORY OF NEGLIGENCE, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF Qamp OR ITS CORPORATE AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

If Qamp is found liable for any loss or damage that arises out of or is in any way connected with your use of the Services, then Qamp's liability will in no event exceed, in the aggregate, the greater of (a) the transaction fees paid to Qamp for the transaction(s) on or through the Services giving rise to the claim, or (b) One-Hundred Dollars (US \$100.00).

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of Qamp.

THESE TERMS AND CONDITIONS AND FOREGOING LIABILITY DISCLAIMER DO NOT AFFECT MANDATORY LEGAL RIGHTS THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW, FOR EXAMPLE UNDER CONSUMER PROTECTION LAWS IN PLACE IN CERTAIN COUNTRIES.

IF THE LAW OF THE COUNTRY WHERE YOU LIVE DOES NOT ALLOW ANY PARTICULAR LIMITATION OR EXCLUSION OF LIABILITY PROVIDED FOR IN THIS CLAUSE, THAT LIMITATION WILL NOT APPLY. THE LIABILITY DISCLAIMER WILL OTHERWISE APPLY TO THE MAXIMUM EXTENT ALLOWED BY YOUR LOCAL LAW.

INDEMNIFICATION

You agree to defend and indemnify Qamp and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- (i) your breach of this Agreement or the documents referenced herein;
- (ii) your violation of any law or the rights of a third party; or
- (iii) your use of the Services, including Qamp's websites.

SOFTWARE AS PART OF SERVICES; ADDITIONAL MOBILE LICENCES

As noted above, the Services include software, which at times may be referred to as “apps”. Any software that is made available to download from the Services ("Software") is the copyrighted work of Qamp or other party as identified. Your use of such Software is governed by the terms of the end user licence agreement, if any, which accompanies, or is included with, the Software. You may not install or use any Software that is accompanied by or includes a licence agreement unless you first agree to the terms of such licence agreement. For any Software made available for download by way of the Services and which is not accompanied by a licence agreement, we hereby grant to you, the user, a limited, personal, nontransferable licence to use the Software for viewing and otherwise using the Services in accordance with this Agreement's terms and conditions (including those policies referenced herein) and for no other purpose.

Please note that the Software, including, without limitation, all HTML, XML, Java code and Active X controls contained in the Services, is owned by Qamp. Any reproduction or redistribution of the Software is expressly prohibited, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED.

All rights reserved. Qamp is not responsible for content on websites operated by parties other than Qamp.

MODIFICATIONS TO THE SERVICES; TERMINATION

Qamp may change, add or delete these terms and conditions of this Agreement or any portion thereof from time to time in its sole discretion where we deem it necessary for legal, general regulatory and technical purposes, or due to changes in the Services provided or nature or layout of Services. Thereafter, you expressly agree to be bound by the terms and conditions of this Agreement as amended.

Qamp may change, suspend or discontinue any aspect of the Services at any time, including availability of any of the Services' features, databases

or Content. Qamp may also impose limits or otherwise restrict your access to all or parts of the Services without notice or liability for technical or security reasons, to prevent against unauthorised access, loss of, or destruction of data or where Qamp and/or its corporate affiliates consider(s) in its/their sole discretion that you are in breach of any provision of this Agreement or of any law or regulation and where Qamp and/or its corporate affiliates decide to discontinue providing any aspect of the Services.

YOUR CONTINUED USE OF THE SERVICES NOW, OR FOLLOWING THE POSTING OF ANY SUCH NOTICE OF ANY CHANGES, WILL INDICATE ACCEPTANCE BY YOU OF SUCH MODIFICATIONS.

Qamp may terminate this Agreement with you at any time, without advanced notice, where it believes in good faith that you have breached this Agreement or otherwise believes that termination is reasonably necessary to safeguard the rights of Qamp and/or others users of the Services. That means that we may stop providing you with Services.

JURISDICTION AND GOVERNING LAW

This website is owned and controlled by Qamp. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the Commonwealth of Ontario, Canada. You hereby consent to the exclusive jurisdiction and venue of courts in Ontario, Canada and stipulate to the fairness and convenience of proceedings in such courts for all disputes, both contractual and non-contractual, arising out of or relating to the use of the Services by you or any third party. You agree that all claims you may have against Qamp arising from or relating to the Services must be heard and resolved in a court of competent subject matter jurisdiction located in the Commonwealth of Ontario. Use of the Services is unauthorised in any jurisdiction that does not give effect to all provisions of these terms and conditions, including, without limitation, this paragraph. Nothing in this clause shall limit the right of Qamp to take proceedings against you in any other court, or courts, of competent jurisdiction. The foregoing shall not apply to the extent that applicable law in your country of residence requires application of another law and/or jurisdiction – in particular, if you are using the Services as a consumer – and this cannot be excluded by contract and

will not be governed by the United Nations Conventions on Contracts for the International Sale of Goods, if otherwise applicable. If you use the Services as a consumer, and not as business or Business Representative, you may be entitled to bring claims against Qamp in the Courts of your country of residence. This clause shall otherwise apply to the maximum extent allowed in your country or residence.

CURRENCY CONVERTER

Currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Currency quotes may not be updated on a daily basis. The information supplied is believed to be accurate, but Qamp do not warrant or guarantee such accuracy. When using this information for any financial purpose, we advise you to consult a qualified professional to verify the accuracy of the currency rates. We do not authorise the use of this information for any purpose other than your personal use and you are expressly prohibited from the resale, redistribution and use of this information for commercial purposes.

GENERAL PROVISIONS

We reserve the right to reclaim any username, account name, nickname, handle or any other user identifier for any reason without liability to you.

You agree that no joint venture, agency, partnership or employment relationship exists between you and Qamp and/or its corporate affiliates as a result of this Agreement or use of the Services.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of the Services or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of the Services within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in this Agreement shall continue in effect.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and Qamp with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Qamp with respect to the Services. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

The following sections shall survive any termination of this Agreement:

- Additional Products
- Prohibited Activities
- Reviews, Comments and Use of Other Interactive Areas; Licence Grant
 - Restricting Tripadvisor's Licence Rights
- Travel Destinations
 - International Travel
- Liability Disclaimer
- Indemnification
- Software as Part of Services; Additional Mobile Licences
- Copyright and Trademark Notices
 - Notice and Take-Down Policy for Illegal Content
- Modifications to the Services; Termination
- Jurisdictions and Governing Law
- General Provisions
- Service Help

The terms and conditions of this Agreement are available in the language of the Qamp websites and/or apps on which Services may be accessed.

The websites and/or apps on which Services may be accessed may not always be updated on a periodic or regular basis and consequently are not required to register as editorial product under any relevant law.

Fictitious names of companies, products, people, characters and/or data mentioned in, on or through the Services are not intended to represent any real individual, company, product or event.

Nothing in this Agreement shall be deemed to confer any third-party rights or benefits, save that Qamp's corporate affiliates shall be deemed express third party beneficiaries of this Agreement.

You are prohibited from transferring any of your rights or obligations under this Agreement to anyone else without our consent.

Any rights not expressly granted herein are reserved.