

Site Terms & Conditions

1. OWNERSHIP

1.1 As used in this Agreement, Giftano.com refers Giftano Pte Ltd and any of its subsidiaries, and "USER" or "you" refers to you. USE OF THE SERVICES CONSTITUTES KNOWING ACCEPTANCE AND ACKNOWLEDGEMENT OF THIS USER AGREEMENT, PRIVACY POLICY, AND TERMS AND CONDITIONS.

1.2 We, Giftano.com, and our licensors own this website and all its contents, including any and all of its modules, the arrangement and compilation of content, all trademarks and logos, information, text, graphics, button icons, audio and video clips, digital downloads, data compilations, software displayed on or used in connection with this web site (collectively the Content). You acknowledge and agree that you have no right, title or interest (including without limitation all copyright, trademarks and all other intellectual property rights) in any of the Content and will not challenge our ownership or right to use the Content on this Website.

2. USE OF WEB SITE

2.1 You shall not, except as permitted under applicable law, modify, adapt, translate, decompile, alter, disassemble, reverse engineer or create derivative works from any Content or copy, reproduce, republish, upload, post, transmit, distribute or otherwise communicate or caused to be displayed to the public any Content without our prior written permission. However, you may download, display and print the materials displayed on this website for your personal, non-commercial use.

2.2 You shall not use this website and/or any Content to violate applicable copyright, trademark or other intellectual property laws or other laws. You must retain all copyright and trademark notices, including any other proprietary notices, contained in the materials, and you must not alter, obscure or obliterate any of such notices.

2.3 You shall not employ misleading e-mail addresses or falsify information in the header, footer, return path, or any part of any communication, including short message services (SMS) and/or electronic mails (e-mails), transmitted through this website.

2.4 You shall not use any robot, spider, crawler or other automated device, or a program, algorithm or methodology having similar processes or functionality, or any manual process, to monitor or copy any of the web pages, data or content found on this web site, in any case without our prior written permission.

2.5 You shall not take any action or otherwise use any device, software or routine to interfere or attempt to interfere with the proper working of this website.

2.6 You shall not take any action that imposes a burden or load on our infrastructure that we deem in our sole discretion to be unreasonable or disproportionate to the benefits that we obtain from your use of this website.

3. PRIVACY POLICY

3.1 By providing your telephone number or e-mail address, you have consented or requested to receive marketing communications from us. You may from time to time receive marketing communications by way of SMS and/or e-mail relating to table reservations, special offers, news and/or our dining recommendations. You may unsubscribe from our mailing list at any time by following the directions provided in the electronic communications. **3.2** When you visit or use this website on a mobile device, we may collect information about your location and your mobile device, including a unique identifier for your device. We may use this information to provide you with locationbased services and information, as well as to produce aggregate statistical data for the

improvement of services offered by this website. Most mobile devices allow you to turn off location services. For more information about how to do this, please contact your mobile service carrier or your device manufacturer.

3.3 This website uses cookies. A cookie is a small text file that is placed on your computer's hard drive. It transmits data to us that helps us analyse web page traffic and improve our web site in order to tailor it to users' needs. We may use cookies to personalise your online experience by gathering information about your usage patterns and preferences and triggering our web applications to respond to you according to those patterns and preferences. A cookie does not give us access to your computer or any information about you other than the data you choose to share with us. Most browsers accept cookies automatically, but you can alter the settings of your browser to refuse these cookies. If you choose to refuse these cookies, certain features of our website may not be available.

3.4 If you believe that your personal information has been provided to us without your consent, please contact us at www.giftano.com/contact-us to have your information removed from our database or to unsubscribe from any marketing communications. Please allow some time for your request to be processed. You acknowledge that your sole remedy and our sole responsibility is for us to cease use of your personal information as soon as practicable upon receiving written notice from you to do so.

3.5 We may update our Privacy Policy in these Website Terms and Conditions from time to time without notice to you by, amongst other ways, posting the revised Privacy Policy in our Privacy Policy section of this website or in these Terms and Conditions. The revised Privacy Policy is effective immediately when posted. It is your responsibility to review this website and our Privacy Policy periodically to learn of any modifications. Your continued use of this website, or any product or service offered through this website, after the posting of any modifications will constitute your acknowledgment and acceptance of the terms of the modified Privacy Policy.

3.6 If you browse this website or download materials from this website, we do not capture data that allows us to identify you individually. If you send us an e-mail or any other form of communication in which you provide us with personally identifiable data, it means that you consent to receiving communications from us for marketing and promotional purposes. We will not share your personal data with third parties without your prior express written consent, except to our contractors for specific support services, maintenance services or any other services.

3.7 We reserve the right to access and disclose your personal information where we believe this is permissible or necessary to comply with applicable laws and lawful government requests, to operate its systems properly or to protect ourselves.

3.8 No transmission of data over the Internet is guaranteed to be completely secure. It may be possible for third parties not under our control to intercept or access transmissions or private communications unlawfully. While we strive to protect your personal information, we cannot ensure or warrant the security of any information you transmit to use. Any such transmission is done at your own risk.

4. ELECTRONIC COMMUNICATIONS

4.1 If you choose to register a user account with us, submit your details, order or make any purchase of goods and services or send us e-mail or otherwise communicate with us through this website, you consent to receive electronic communications from us. You agree that all agreements, notices, disclosures and other communications that we provide you electronically shall satisfy any legal requirements that such communications be in writing.

5. THIRD PARTY LINKS

5.1 This website may contain links to websites maintained by third parties. We do not control such websites and accept no responsibility for them or for the third parties, goods or services. Your use of any third party websites, goods and services is strictly at your own risk. We take no responsibility and assume no liability for the information, content or materials which you have provided to the third party vendors. **5.2** Third party websites may also link to this website. Such links do not necessarily mean that we are associated or affiliated with or approve of the third party vendors or its goods and services. Please check with us before relying on third party statements of association or affiliation with us.

6. THIRD PARTY VENDORS

6.1 We may use the services of third party vendors to enable our customers to make orders, reservations, delivery arrangements and payment online. You may be directed to the website(s) of our third party vendors in order to complete a transaction. These online services are provided for your convenience. We take no responsibility and assume no liability for the services of any third party.

6.2 You are solely responsible for verifying directly with the applicable third party vendors any information on which you wish to rely. The purchase and use of a third party vendor's goods and services may also be subject to the vendor's specific terms and conditions, including without limitation terms and conditions in relation to refunds, cancellations and changes. You are solely responsible for verifying these specific terms and conditions directly with the third party vendor before purchasing or using its goods or services. In the event of any inconsistency between the specific terms and conditions for goods and services of third party vendors and these Website Terms and Conditions or any other Content, the specific terms and conditions shall prevail in relation to those goods or services. In no event shall we be responsible for any payments due to third parties in connection with your purchase or use of their services.

7. PRICES, PAYMENT, REFUNDS, RETURN & EXCHANGE POLICY

7.1 All prices displayed for goods and services are subject to change, and such prices are not final until full payment for the product and service concerned is made. Our goods and services can change at any time without notice. Other special conditions may apply.

7.2 Sales are final and refunds, returns and exchanges are generally not allowed but could be approved on a strict case by case basis. For any enquiry around your purchase you may reach out to us over email.

8. VOUCHERS

8.1 Vouchers which are made available on this website may be printed and redeemed at vendors. These vouchers may not be altered, changed or modified in any way. Your use of vouchers may be subject to additional terms and conditions stated on the coupons or the coupon web page.

9. DISCLAIMER

9.1 THIS WEBSITE, ALL GOODS OR SERVICES DESCRIBED OR MADE AVAILABLE BY MEANS OF THIS WEBSITE AND ALL CONTENT ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS ONLY AND YOU USE THEM AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES IN RELATION TO ANY OF THE FOREGOING, WHETHER EXPRESS, IMPLIED OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR ANY PURPOSE, NON-INFRINGEMENT, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS, CURRENCY

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10. LIMITATION OF LIABILITY

10.1 TO THE EXTENT PERMITTED BY LAW, WE SHALL IN NO EVENT BE LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR ANY LOST PROFITS OR LOST SAVINGS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, STRICT LIABILITY, STATUTE OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

10.2 TO THE EXTENT PERMITTED BY LAW, OUR CUMULATIVE LIABILITY TO YOU AND PERSONS CLAIMING THROUGH YOU SHALL IN NO EVENT EXCEED THE VALUE OF THE GOODS AND SERVICES PURCHASED BY YOU BY MEANS OF THIS WEBSITE IN THE SIX (6) MONTHS PRECEDING THE DATE OF YOUR CLAIM AGAINST US. FURTHER, OUR LIABILITY TO YOU IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, UNDER STATUTE OR OTHERWISE WILL BE REDUCED TO THE EXTENT, IF ANY, TO WHICH YOU CONTRIBUTED TO THE LOSS OR DAMAGE. IN ITS SOLE DISCRETION, IN ADDITION TO ANY OTHER RIGHTS OR REMEDIES AVAILABLE TO US WITHOUT ANY LIABILITY WHATSOEVER, WE MAY, AT ANY TIME AND WITHOUT NOTICE, TERMINATE OR RESTRICT YOUR ACCESS TO AND/OR OF ANY COMPONENT OF THIS WEBSITE.

11. INDEMNIFICATION

11.1 You shall indemnify, defend and hold harmless us and our affiliates, subsidiaries and licensors, and our respective officers, directors, employees and agents from and against any and all losses, damages and expenses of any kind (including reasonable legal and accounting fees and costs) related to such claims, actions or demands arising out of and in connection your breach of these Website Terms and Conditions.

12. INJUNCTIVE RELIEF

12.1 You acknowledge that a violation or attempted violation of any of these Website Terms and Conditions will cause us irreparable damage, the exact amount of which would be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that we shall be entitled as a matter of right to an injunction (including a temporary injunction) issued by any court of competent jurisdiction, restraining such violation or attempted violation of these Website Terms and Conditions by you, or your affiliates, partners, or agents, as well as recover from you any and all costs and expenses sustained or incurred by us in obtaining such an injunction, including, without limitation, all legal fees and expenses.

13. MODIFICATION BY Giftano.com

13.1 We may at any time modify these Website Terms and Conditions at our sole discretion without prior notice. Your continued use of this website signifies your acceptance of these Website Terms and Conditions in force at the time of your use.

13.2 We may also, at our sole discretion without prior notice, modify any part of this website, including the Content and any goods and services made available by means of this website, and limit, suspend, revise, withdraw or terminate this website or any of its functionalities, or any offers relating to goods or services made on this website.

14. GOVERNING LAW & JURISDICTION

14.1 These Website Terms and Conditions and all disputes arising out of or in connection with these Website Terms and Conditions shall be governed by the laws of Singapore without regard to conflicts of law provisions. You hereby consent and submit to the non-exclusive jurisdiction of the courts of Singapore.

15. GENERAL PROVISIONS

15.1 These Website Terms and Conditions constitute the entire agreement between you and us and supersede any prior agreements.

15.2 This agreement is for the benefit of and binds you and us and our respective successors and assigns. You shall not assign your rights or transfer your obligations and duties under this agreement to any third party without our prior written consent. We may freely assign our rights or transfer our obligations and duties under this agreement.

15.3 No amendment of this agreement by you shall be binding unless it was made in writing and signed by you and us.

15.4 Any waiver of rights shall be in writing and shall not prevent you or us from exercising the same or any other right in future.

15.5 The invalidity, illegality or unenforceability of any part of this agreement shall not affect the validity, legality and enforceability of the other parts of this agreement.

15.6 Nothing in this agreement creates a joint venture, partnership, relationship of employment or agency between you and us. You do not have authority to contract on behalf of or bind Giftano.com.

15.7 The rights and remedies under this agreement are cumulative and not exclusive of any other right or remedy provided by law or equity.

15.8 No third party shall have any right to enforce any of these provisions under the Contracts (Right of Third Party) Act (Cap.53B) or any other theory of law.

15.9 The headings used in these Website Terms and Conditions are included for convenience only and will not limit or otherwise affect the provisions herein. 18. CONTACT Giftano.com Should you have any queries or require any further information on these Terms and Conditions, please send us an e-mail to: info@giftano.com