**Couper Pte. Ltd. ("Couper")**

**Terms and Conditions of Use of Mobile-based App - For End Users**

Please read these terms and conditions of use (“**Terms**”) carefully.  These Terms govern and apply to your access and use of our mobile-based app  (the"App") in relation to the service described below (the “**Service**”) . By accessing or using the Service, you agree to be bound to all of the terms and conditions described in these Terms. If you do not agree to all of these terms and conditions, please do not use our Service.

**1. The Service**

As long as you comply with these Terms and create an Account, you have the right to download and install a copy of our free mobile-based app (the “**App**”) to your mobile device, and to access and use the Service, for your own personal use.

You may not: (i) copy, modify or distribute the App for any purpose; (ii) transfer, sublicense, lease, lend, rent or otherwise distribute the App or the Service to any third party; (iii) decompile, reverse-engineer, disassemble, or create derivative works of the App or the Service; (iv) make the functionality of the App or the Service available to multiple users through any means; or (v) use the Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms.

Once you have downloaded the App and created your account, you will be able to participate in Couper's services which will enable you to obtain coupons issued by participating organisations as follows:

Participating organisations are defined as organisations that issue deals, prizes and coupons through time based deals or spinning wheel.  Participating organisations will set out their own terms and conditions in relation to each deal or spinning wheel contest, including:

* The number of each type of coupon to be given out.

Coupons/prizes will be given out on a first come first served basis.

Example:

Company A create a spinning wheel contest. To unlock the spin, users are required to share about the contest on Facebook. To get additional chance, they will need to message three (3) friends about the contest. To win the grand prize, users are required to fill up the energy bar to one hundred percent (100%).

In particular, you will be able to:

* Obtain one (1) coupon every twenty-four (24) hours from a participating organization time based deal if you fulfil the requirements as set out in that participating organisation's terms and conditions of deal.
* Unlock and obtain one (1) chance to spin after sharing the contest on Facebook
* Obtain additional one (1) chance to spin after message three (3) friends about the contest. (Capped at two (2) per day)
* Accumulate energy bar to win grand prize
* Edit your profile.  Profiles will include number of organisations followed and coupons which you have accumulated.

**2. Registration**

In order to access and use the App and Service, you will need to login with your Facebook account (your “**Account**”).

When creating an Account, you will be required to provide certain personal information about yourself and will establish a username and a password. You agree to provide accurate, current and complete information about yourself.

When creating an Account, do not:

* provide any false personal information to us (including a false username/Facebook account) or create any account for anyone other than yourself without such other person's permission;
* use a username/Facebook account that is the name of another person with the intent to impersonate that person;
* use a username/Facebook account that is subject to rights of another person without appropriate authorization; or
* use a username/Facebook account that is offensive, vulgar or obscene or otherwise in bad taste.

We reserve the right to suspend or terminate your Account if any information provided during the registration process or thereafter proves to be inaccurate, false or misleading or to reclaim any username that you create through the Service that violates our Terms.

You are responsible for maintaining the confidentiality of your password and Account, and agree to notify us if your password is lost, stolen, or disclosed to an unauthorized third party, or otherwise may have been compromised. You are responsible for activities that occur under your Account.

You agree that your Account and password are personal to you and may not be used by anyone else to access the App; you will not do anything which would assist anyone who is not a registered user to gain access to the App; and you will not create registration accounts for the purpose of abusing the functionality of the App, or other users; nor will you seek to pass yourself off as another user.

You agree to notify us immediately if you become aware any unauthorised use of your password or account identifiers by others.

**3. Termination**

If you no longer accept these Terms, or any future modification to these Terms, you must cease using the App and Service.  Continued use of the App and Service indicates your continued acceptance of these terms and conditions.

If, for any reason, we believe that you have not complied with these Terms, we may, at our sole discretion, suspend or disable your access to the App and Service immediately and without prior notice.  Any credit standing in your Account may be frozen by us pending determination of any losses suffered by us as a result of your non-compliance.

Our Service may change from time to time and/or we may stop (permanently or temporarily) providing the Service (or features within the Service), possibly without prior notice to you.   We reserve the rights to restrict your access to your Account at any time our sole discretion.

**4. Use of App**

Your use of the App and Service is for your own personal and non-commercial use only.

**5. Disclaimer of liability**

The Content available through the App and/or Service has not been reviewed, verified or authenticated by us, and may include inaccuracies or false information. Your use of the App and/or Service is at your own sole risk. The App and Service is provided "as is" and "as available," without warranty of any kind, either express or implied including but not limited to: (i) any warranties concerning the availability, accuracy, appropriateness, reliability, timeliness, or usefulness of the content of the App and/or Service; and (ii) any warranty of non-infringement, or warranties of merchantability or fitness for a particular purpose.   Couper also makes no representations and warranties as to any linked sites and has no liability or responsibility with respect to your use of such sites.

This disclaimer of liability applies to any damages or injuries caused by the App and/or Service, including, without limitation, those damages or injuries occurring as a result of: (i) any error, omission, deletion, or defect in the Content available on the App and/or Service; or (ii) any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of records, information or data, unauthorised access to, alteration of, or use of records, information or data, whether for breach of contract, tort, negligence, defamation, or any other cause of action. Couper does not warrant or guarantee that access to the App and/or Service will be uninterrupted or error-free.

We shall not be liable for any losses or damage if any of the participating organisations do not exist or no longer exist.

**6. User content**

Our Service allows you and other users to post, link, store, share and otherwise make available content (“**Content**”). You are responsible for the Content that you post, including its legality, reliability, and appropriateness. By posting Content from the Service, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through the Service. You agree that this license includes the right for us to make your Content available to other users of the Service.

We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any Content on the Service.

We ask that you respect our on-line community and other users when posting Content and using the Service. When submitting Content to or otherwise using the Service, you agree not to:

* submit material that violates a third party’s proprietary rights, including privacy and publicity rights, or that otherwise violates any applicable law;
* publish falsehoods or misrepresentations that could damage us, our users or any third party;
* publish any private information of someone, like their address, phone number, email address, and similar information without their permission;
* submit material that is unlawful, obscene, defamatory, libelous, threatening, pornographic, harassing, hateful, racially or ethnically offensive, or encourages conduct that would be considered a criminal offence, give rise to civil liability, violate any law, or is otherwise inappropriate;
* impersonate another person or represent yourself as affiliated with us, our staff or other industry professionals;
* solicit a user's password or other account information; or
* harvest user names, addresses, or email addresses for any purpose.

This list is an example and is not intended to be complete or exclusive. We do not have an obligation to monitor your access to or use of the Service or to review or edit any Content, but we have the right to do so for the purpose of operating the Service, to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. We reserve the right, at any time and without prior notice, to remove or disable access to any Content, that we consider, in our sole discretion, to be in violation of these Terms or otherwise harmful to the Service.

You acknowledge and agree that when you post content on the App or view Content provided by others, you are doing so at your own discretion and risk, including any reliance on the accuracy, completeness, of that Content. You further acknowledge and agree that the views expressed by you and other users in that Content do not necessarily reflect the views of Couper, and we do not support or endorse any user Content. You acknowledge that we have no obligation to pre-screen, monitor, review, or edit any  
Content posted by you and other users on the App.

We, or authorised third parties, reserve the right to cut, crop, edit or refuse to publish, your Content at our or their sole discretion. We may remove your Content from use at any time.

We accept no liability in respect of any Content submitted by users.

We do not permit copyright infringing activities and infringement of intellectual property rights on the Service and will remove any such Content if properly notified that such Content infringes on another's intellectual property rights.

Our App and Service may be used and accessed for lawful purposes only. You agree that you will not do any of the following while using or accessing the App and Service: (i) mass account creation; (ii) phishing or introducing Malware; (iii) gather and use information, such as other users’ names, real names, email addresses, available through the Service to sell,  transmit any unsolicited advertising, junk mail, spam or other form of solicitation; (iv) use the Service for any commercial purpose or for the benefit of any third party or in any manner not by these Terms; (v) violate any applicable law or regulation; or (vi) encourage or enable any other individual to do any of the foregoing.

**7. Privacy policy**

Please see our privacy policy for details of how we collect, use, and disclose information from our users.  You will find the complete Privacy Policy at [Link].

**8. Changes to these Terms**

Please note that we may change these Terms from time to time at our sole discretion and we reserve the right to do without your consent. Any revised Terms will be applicable at the time of posting on the App. Please ensure that you review these Terms regularly as you will be deemed to have accepted a variation if you continue to use the App after it has been posted.

**9. Governing law & jurisdiction**

These Terms are governed by Singapore law and the parties agree to submit to the exclusive jurisdiction of the Singapore courts

**10. Indemnification**

You agree to defend, indemnify, and hold harmless Couper, its parents, subsidiaries, and affiliates, and each of their respective officers, directors, and employees from any and all claims, liabilities, costs, and expenses, including, but not limited to, legal fees and expenses, arising out a breach by you of these Terms or arising out of a breach of your obligations, representation and warranties under these Terms.

**11. No waiver**

Our failure to insist upon or enforce any provision of these Terms shall not be construed as a waiver of any provision or any of our rights.

**12. Ownership**

 You acknowledge that Couper  is the sole owner of the App, including, without limitation, all applicable copyright, patents, trademarks, trade secrets, trade names, logos, and other intellectual property rights thereto, as well as text, images, graphics, logos, audio, video and other material appearing on the App.

In the event of any third party claim that the App infringes that third party’s intellectual property rights, Couper will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

**13. Limitation of Liability**

WE WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE APP AND/OR SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE; (iii) ANY CONTENT OBTAINED FROM THE SERVICE; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**14. General**

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

**Questions & Contact Information**

Please contact us at support@couperhq.com if you have any questions about our Terms.

Effective: April 15, 2015