

# Terms & Conditions

Effective: 1 September, 2017

## CabinR Terms and Conditions - General Terms

CabinR is operated by Big Bang Markets Limited (the "Company," "CabinR," "us," "we," or "our"), we strive to offer our customers the best possible experience while using CabinR.com website ("our Site"). With that in mind, however, it should be noted that we offer use of our Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

By using our Site or purchasing something from us, you agree to be bound by the following terms and conditions ("Terms of Service" or "Terms"), including those additional terms and conditions and policies referenced herein and/or available by hyperlink.

Please read these Terms of Service carefully before accessing or using our Site. If you do not agree to all the terms and conditions of this agreement, then you may not access our Site. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools that are added to our Site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service at any time. It is your responsibility to check this page periodically for changes. Your continued use of or access to our Site following the posting of any changes constitutes acceptance of those changes.

By agreeing to these Terms of Service, you represent that you are at least 18 years old. You agree that you will not use our products, or our Site for any illegal or unauthorized purpose nor to violate any laws in your jurisdiction (including but not limited to copyright laws). You also agree that you will not transmit any worms or viruses or any code of a destructive nature on our Site.

A breach or violation of any of the Terms may result in an immediate termination of your access to our Site.

## Personal Information

Your submission of personal information through our Site is governed by our Privacy Policy. To view our Privacy Policy click [here](#). This Privacy Policy is hereby fully incorporated into these Terms of Service by reference.

## Accuracy, Completeness and Timeliness of Information

Occasionally there may be information on our Site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We are not responsible if information made available on our Site is not accurate, complete or current. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any such information is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information, including without limitation, pricing information, except as required by law. No specified update or refresh date should be taken to indicate that all information on our Site has been modified or updated.

We undertake all efforts to ensure that our products are compliant with the regulations of major airlines and government authorities, including the TSA. However, in the event that our products are now or hereafter deemed non-compliant by one or more airlines or government authorities, we are not liable for said non-compliance. The materials on our Site are provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more current sources of information. Any reliance on the material on our Site is at your own risk.

We reserve the right to modify the contents of our Site at any time, but we have no obligation to update such contents. You agree that it is your responsibility to monitor changes to our Site.

#### Product offering and prices

We have made every effort to display as accurately as possible the color and images of our product that appear on our Site. We cannot guarantee that your computer or mobile device's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales and distribution of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or use of any services that we offer.

The final price charged to you for our products may not include all taxes and duties related to your purchase. You may be liable for the payment of taxes and duties upon receipt of our product(s).

All descriptions of products or product pricing are subject to change at anytime without notice, at our sole discretion. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations. Please [click here](#) to access our warranty policy.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of any of our products or services.

#### Orders and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same PayPal or Stripe account, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made on our Site. You agree to promptly update your account and other information, including your email and home addresses, so that we can contact you as needed.

#### User Comments, Feedback, and other Submissions

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, "submissions"), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any such submissions that you forward to us. We are and shall be under no obligation: (1) to maintain any submissions in confidence; (2) to pay compensation for any submissions; or (3) to respond to any submissions.

We may, but have no obligation to, monitor, edit or remove submissions that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your submissions will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your submissions will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation our Site. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us

or third-parties as to the origin of any submissions. You are solely responsible for any submissions you make and their accuracy. We take no responsibility and assume no liability for any submissions posted by you or any third-party.

Please be aware that any submissions you communicate to us, whether through our Site, or otherwise, will be treated as non-confidential and non-proprietary. All rights, title and interest in such submissions shall be the exclusive property of CabinR with no compensation to you, and we may use such submissions in any way, without limitation, without compensation to you. To be clear, we have the right but not the obligation to monitor, decline, translate, modify, reformat, edit, distribute, derive, remove, transmit, display and perform, publicly or otherwise, all or any portion of any submissions in any media now known or hereafter developed for our business purposes and to sublicense the foregoing rights, through corporate structures to the maximum extent permitted by applicable law. The foregoing licenses shall survive termination of these Terms of Service for any reason.

Additionally, you acknowledge and agree that we may have something similar to any ideas or concepts in your submissions already under consideration or in development. If you choose to make any of your personally identifiable or other information publicly available in a submission, you do so at your own risk. However, any personal data, such as your name, address, telephone number or email address, which you transmit to our site electronically, shall be used in accordance with our Privacy Policy.

#### Intellectual Property

Our Site and all of their respective contents, including, but not limited to, all designs, texts, graphics, and the selection and arrangement thereof ("Content"), are our copyright with all rights reserved unless otherwise noted. Any Content that is a trademark, logo or service mark is also a registered and/or unregistered trademark of CabinR or others. Your use of any Content, except as provided in these Terms of Service, without the prior written permission of the Content owner is strictly prohibited. You are also advised that the CabinR will aggressively enforce its intellectual property rights to the fullest extent of the law.

You may not copy, use or retransmit anything from or on our Site without permission. Any commercial or promotional distribution, publishing or exploitation of our Site, or any of their respective content, code, data or materials thereon is strictly prohibited. You are prohibited from engaging in any conduct that interferes with the technological operation of our Site, or that tampers with any copyright protection applicable therein. Ignoring this policy may result in copyright, trademark or other intellectual property violations.

Our site also includes protectable service marks, trademarks and trade dress owned and/or licensed by CabinR and its affiliates. Any use of our service marks, trademarks or trade dress including, reproduction for purposes other than those noted above, modification, distribution, or republication, without the prior written permission of CabinR, is strictly prohibited. All trademarks not owned or exclusively licensed CabinR and its affiliates that appear on the site are the property of their respective owners.

Some of the products shown on our Site are covered by one or more pending patent applications.

### Third Party Links

Certain content, products and services available on our Site may include materials from third-parties. Third-party links on our Site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

### Prohibited Uses

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using our Site, or their respective content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property or privacy rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet.

We reserve the right to terminate your use of our Site for violating any of the prohibited uses.

Furthermore, you agree not to use or launch any automated system, including without limitation, "robots," "spiders," "offline readers," etc., that accesses our Site in a manner that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web or mobile browser.

Notwithstanding the foregoing, we grant the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases.

#### Parental Controls

Pursuant to 47 U.S.C. § 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at the following web site: <http://www.stayafe.org>.

#### Disclaimers of Warranties and Limitation of Liability

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free, or that the information provided by our Site, or our products will be accurate or reliable.

You agree that from time to time we may remove, suspend or cancel some or all of the products or services that we offer for indefinite periods of time, without notice to you.

You expressly agree that your use of, or inability to use, our products or services is at your sole risk. All products and services delivered to you through our Site are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement. Because some jurisdictions do not permit the exclusions of certain warranties some of these exclusions may not apply to you.

In no case shall CabinR, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of our products or services, or for any other claim related in any way to your use of our products or

services, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

#### Indemnification

You agree to indemnify, defend and hold harmless CabinR and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

#### Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our products, our services, or our Site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Site (or any part thereof).

Further, you agree that all terminations, limitations of access and suspensions for cause shall be made in our sole discretion and that we shall not be liable to you or any third party for any

termination of your access to the site. Upon any such termination, your right to use our Site will immediately cease. You agree that neither the site nor CabinR will be liable to you or any third party for any termination of your access to the site or to any information or files, or will be required to make such information or files available to you after any such termination.

#### Void Where Prohibited

Although this site is accessible worldwide, not all services discussed or referenced in this website are available to all persons or in all geographic locations or jurisdictions. We reserve the right to limit the availability of this site and/or the provision of any service to any person, geographic area or jurisdiction we so desire, at any time and in our sole discretion.

#### Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

#### Governing Law

These Terms & Conditions and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of law provisions and that any and all claims, causes of action or disputes (regardless of theory) arising out of or relating to these Terms & Conditions, or the relationship between you and CabinR, shall be brought exclusively in the courts located in the county of San Francisco, the U.S. District Court for the Northern District of California. You and CabinR agree to submit to the personal jurisdiction of the courts located within the county of San Francisco, California, and agree to irrevocably waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts. In addition, you expressly waive any right to a jury trial in any legal proceeding against CabinR or our respective officers, members, directors, employees, agents or successors under or related to these Terms of Service.

## How will I know whether CabinR has updated his policy?

Being transparent about the different types of information we collect and how we use them.

Without prejudice to your rights under applicable law, CabinR reserves the right to amend this Privacy Policy without prior notice to reflect technological advancements, legal and regulatory changes and good business practices.

If CabinR changes its privacy practices, an updated version of this Privacy Policy will reflect those changes and we will notify you of such changes by updating the effective date at the top of this Privacy Policy.

## Changes to terms of service

Without prejudice to your rights under applicable law, CabinR reserves the right to amend this Privacy Policy without prior notice to reflect technological advancements, legal and regulatory changes and good business practices.

If CabinR changes its privacy practices, an updated version of this Privacy Policy will reflect those changes and we will notify you of such changes by updating the effective date at the top of this Privacy Policy.

## Contact information

If you have any questions about our Terms and Conditions, please write to us to [realperson@CabinR.com](mailto:realperson@CabinR.com).