

Last Updated: February 10, 2025

Welcome to WhaleRyder! These Terms and Conditions ("Terms") govern your use of WhaleRyder's website, platform, and services (collectively, the "Platform"). By accessing or using the Platform, you agree to be bound by these Terms. If you do not agree, you may not use our Platform.

Bookings made through our Website, Mobile App, or via our employees or authorised representatives through telephone, email, instant messaging applications, or any other form of communication shall be subject to these Terms.

1. Definitions

1.1. "WhaleRyder" refers to our crypto-friendly travel services platform, its website, and associated services.

1.2. "User" refers to any individual or entity accessing WhaleRyder's services.

1.3. "Service Providers" refers to hotels, airlines, and other travel-related companies whose products and services are offered on the Platform.

1.4. "Digital Assets" refers to cryptocurrencies and other blockchain-based assets.

2. General Conditions

2.1. Eligibility: Users must be at least 18 years old and capable of entering legally binding agreements. By using WhaleRyder, you represent and warrant that you meet these requirements.

2.2. Account Security: Users are responsible for maintaining the confidentiality of their account credentials and are liable for all activities conducted through their account. You must notify us immediately of any unauthorized access to or use of your account.

2.3. Compliance with Laws: Users agree to comply with all applicable laws, regulations, and guidelines, including those related to anti-money laundering (AML), consumer protection, and sanctions compliance.

3. Platform Use

3.1. WhaleRyder provides a platform for booking hotels, flights, and other travel-related products and services using Digital Assets and traditional payment methods.

3.2. All bookings made via WhaleRyder are subject to the terms and conditions provided by the respective Service Provider, including cancellation and refund policies. WhaleRyder is not responsible for the Service Provider's terms.

3.3. WhaleRyder acts as an intermediary and is not liable for disputes between Users and Service Providers. Any issues or disputes regarding bookings must be resolved directly with the Service Provider.

3.4. WhaleRyder does not guarantee the availability of specific hotels, flights, or other travel products and services.

3.5 WhaleRyder may use AI (Artificial Intelligence) tools to assist with customer service. By using our platform, you consent to AI tools reading and understanding your conversations with us.

4. Digital Asset Transactions

4.1. Users are responsible for ensuring the accuracy of their Digital Asset payment details when making bookings. Cryptocurrency transactions are irreversible. WhaleRyder is not responsible for losses due to incorrect payment details.

4.2. WhaleRyder is not responsible for fluctuations in the value of Digital Assets.

4.3. Users are responsible for paying any transaction fees associated with Digital Asset transactions.

4.4. WhaleRyder may use third-party payment processors to facilitate Digital Asset transactions. Your use of these payment processors is subject to their terms and conditions.

5. Sanctions Compliance

5.1. WhaleRyder's services are not available to individuals, entities, or jurisdictions subject to sanctions imposed by the United Nations, European Union, United States, or other applicable jurisdictions.

5.2. Users must not use WhaleRyder for transactions that violate sanctions or export control regulations.

5.3. WhaleRyder reserves the right to terminate or restrict access to Users found in violation of sanctions or related laws.

5.4. Users agree to indemnify and hold WhaleRyder harmless from claims or losses arising from any breach of sanctions compliance.

6. Intellectual Property

6.1. All content, trademarks, and materials on the Platform are the property of WhaleRyder or its licensors. Unauthorized use is prohibited.

6.2. Users are granted a limited, non-transferable, revocable license to access and use the Platform for personal, non-commercial purposes only.

7. Liability and Indemnification

7.1. WhaleRyder is not liable for any losses, damages, or disputes arising from:

- Service Provider services or non-performance.
- Errors in Digital Asset transactions.
- Your use of AI tools to assist with customer service.
- Violations of applicable laws by Users.
- Inaccuracies or omissions in information provided on the Platform.
- Interruptions or unavailability of the Platform.

7.2. Users agree to indemnify and hold WhaleRyder harmless from claims, damages, or legal proceedings arising from their use of the Platform, their breach of these Terms, or their violation of any law or the rights of a third party.

8. Data Privacy

8.1. WhaleRyder processes User data in compliance with its Privacy Policy, which is incorporated into these Terms by reference.

8.2. Users consent to the use of their personal data for processing bookings, improving the Platform, and sending marketing communications (subject to opt-out options).

9. Termination

9.1. WhaleRyder reserves the right to suspend or terminate accounts for:

- Breach of these Terms.
- Fraudulent activity.
- Violation of sanctions or other applicable laws.
- Any conduct that WhaleRyder, in its sole discretion, deems harmful to the Platform or other Users.

9.2. Users may terminate their account at any time by contacting WhaleRyder support.

10. Modifications

10.1. WhaleRyder reserves the right to modify these Terms at its sole discretion.

10.2. Users will be notified of significant changes, and continued use of the Platform constitutes acceptance of the updated Terms.

11. Governing Law

11.1. These Terms shall be governed by and construed in accordance with the laws of Hong Kong, without regard to its conflict of law principles.

12. Dispute Resolution

Any dispute arising out of or relating to these Terms shall be resolved through binding arbitration in accordance with the laws of Hong Kong.

13. Contact Information

If you have questions about these Terms, please contact us at:

Email: onboarding@whaleryder.com

Address: Room 99 King Fuk Street, San Po Kong, Wong Tai Sin District, Kowloon,
HONG KONG

Disclaimer: *These are sample Terms and Conditions and may not be fully compliant with all applicable laws. It is highly recommended to consult with a legal professional to ensure your Terms meet all legal requirements in your jurisdiction.*