

This End User License Agreement (“Agreement”) is between you and TravelerBuddy and governs the use of this mobile and web app. By using the TravelerBuddy app or web solution, you agree to be bound by the terms of this agreement.

## **Definitions**

“App” means mobile or web application.

## **1) Acknowledgement**

- a) By using the app or any of the services provided by TravelerBuddy, you consent to us collecting and using technical information about the devices and related software, hardware and peripherals for services that are internet-based or wireless to improve our products and to provide services to you.
- b) By using the app or any of the services you also consent to us collecting analytical data regarding the app and or it’s service usage.
- c) The app or any service may contain links to other third-party websites (e.g. government). Third-party sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any third-party sites, including the purchase and use of any products or services accessible through them.
- d) By accessing TravelerBuddy, you agree to indemnify and hold harmless TravelerBuddy and its agents, suppliers and their respective directors, officers and employees from and against any and all actions, proceedings, costs, claims, liabilities, damages and expenses (including reasonable legal fees) arising from or in connection with a breach by You of these terms and conditions or the use of this app/services.
- e) Links to other sites should not be taken as an indication of TravelerBuddy's endorsement or approval of such other sites, the third parties named therein, or their products and services, nor is any liability assumed for incompatibility, non-suitability, loss of privacy, viral infection or other destructive or disruptive components on or from such other sites.
- f) No consent or waiver by either party (You or TravelerBuddy), or of any breach or default by the other party in its performance of its obligations under these terms will be deemed or construed to be a consent to, or a waiver of a continuing breach or default or any other breach or default of those or any other obligations of that party. No consent or waiver will be effective unless in writing and either signed by, or sourcing from, the party to be bound.
- g) The accuracy and validity of any information, alerts, notifications or advice provided by TravelerBuddy cannot be guaranteed. It is the responsibility of the end-user to ensure exactitude at all times. Traveler Buddy can under no circumstance be held liable or culpable for any personal injury, illness, health-related issues, loss of income, damages, financial losses or other commercial or personal considerations arising either directly or indirectly from information provided on this application.

## **2) License restrictions**

Except as expressly set out in this agreement or as permitted by any local law, you agree:

- a) not to copy the app, services or documents except where such copying is incidental to normal use of the app, or where it is necessary for the purposes of back-up or operational security;

- b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the app, services and documents;
- c) not to make alterations to, or modifications of, the whole or any part of the app, services and documents, or permit the app, services and documents or any part of it to be combined with, or become incorporated in, any other programs;
- d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the app, services or document nor attempt to do any such thing.

### **3) Use restrictions**

You must:

- a) not use the app or any service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this agreement, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the app, any service, any document or any operating system;
- b) not infringe our intellectual property rights or those of any third party in relation to your use of the app or any service (to the extent that such use is not licensed by this agreement);
- c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the app or any service;
- d) not use the app or any service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- e) not collect or harvest or store any information or data from any service or our systems or attempt to decipher any transmissions to or from the servers running any service.
- f) expressly waive any right to commence or to participate in any class action against or involving TravelerBuddy, and expressly agree to opt-out of any class action that may be commenced by another person.
- g) Unless you request otherwise in writing in advance, hereby authorize us to use your company's logo, name, or trademark on our website or in marketing.

### **4) Intellectual property rights**

You acknowledge:

- a) that all intellectual property rights in the app and the technology anywhere in the world belong to us or our licensors, that rights in the app are licensed (not sold) to you, and that you have no rights in, or to, the app or the technology other than the right to use each of them in accordance with the terms of this agreement.
- b) that you have no right to have access to the app in source-code form.
- c) That the content of TravelerBuddy is protected by applicable copyright and trademark laws. Unauthorized use or exploitation of such content is strictly prohibited, including without limitation, unauthorized downloading, retransmission, storage in any medium, copying, redistribution, reproduction, or republication of the site, or any part thereof, for any purpose.

### **5) No warranty or support**

- a) You expressly acknowledge and agree that use of the app and any documents and services provided is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you.

- b) To the maximum extent permitted by applicable law, the app and documents and services are provided "as is" and "as available", with all faults and without warranty of any kind, and we hereby disclaim all warranties and conditions with respect to the app, documents and services, either express, implied or statutory, including, but not limited to, any implied warranties and/or conditions of merchantability, satisfactory quality, fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. We do not warrant against interference with your enjoyment of the app or documents, that the functions contained in the app or services will meet your requirements, that the operation of the app or services will be uninterrupted or error-free, or that defects in the app or services will be corrected. No oral or written information or advice given by us or our authorized representative shall create a warranty.
- c) Reasonable effort has been made to ensure that the material contained on TravelerBuddy is accurate at the time of publication. However, TravelerBuddy will not under any circumstances be liable in any way for any loss or damages (direct, indirect, special, economic, incidental, consequential, punitive or exemplary, including without limitation loss of revenue, data, anticipated profits or lost business) in respect of use of, or inability to use, or any reliance on, TravelerBuddy, any of its content or links (including without limitation any inaccuracies or viruses), or any web browser or other equipment. In the event that TravelerBuddy is nevertheless determined by a court of competent jurisdiction to be liable to You, the maximum amount of damages that can be awarded will be equal to the amount that You have paid to TravelerBuddy
- d) Other sites accessed by hypertext appearing in TravelerBuddy may have been independently developed by parties other than TravelerBuddy. TravelerBuddy does not guarantee the accuracy of the information contained in such other sites. Please refer to the terms and conditions of such other sites for provisions that may apply to Your use of such sites, and the goods and services they offer.
- e) TravelerBuddy cannot guarantee complete confidentiality or security for information that is transmitted electronically. By accessing TravelerBuddy, You acknowledge that TravelerBuddy is not responsible for any damages or losses You may suffer as a result of your electronic transmission of confidential or sensitive information to, or through TravelerBuddy.

## **6) Legal**

These terms and conditions are governed by the laws of the Republic of Singapore applicable therein, excluding any conflicts of laws that would lead to the application of any other laws. By accessing TravelerBuddy, you hereby irrevocably submit and attorn to the federal court located in Singapore for any disputes or matters arising from, connected with, or relating to TravelerBuddy, this agreement or any related matters.