

1. INTRODUCTION

- 1.1. The Voicemap platform ("the Platform") can be accessed at the website <https://www.voicemap.me>, related mobile sites and software applications, and is owned, developed and operated by VoiceMap Pte. Ltd. ("VMPL", "we", "us" and "our"). VMPL is incorporated in Singapore.
- 1.2. These user terms and conditions ("Terms and Conditions") are binding and enforceable against every person that accesses or uses the Platform ("you", "your" or "user"), each and every time a user makes use of the Platform, and irrespective of whether or not a user has registered an account on the Platform ("Registered User").
- 1.3. If you visit the Platform, you accept and agree to comply with the most recent version of the Terms and Conditions in their entirety. Any hypertext links from the Terms and Conditions to text elsewhere on the Platform shall be deemed to form part of the Terms and Conditions.
- 1.4. We reserve the right to amend the Terms and Conditions or any part of them at any time and without notice. Amendments to the Terms and Conditions take effect 24 hours after the Terms and Conditions have been amended on the Platform, and your continued use of the Platform thereafter is deemed to be an indication of your acceptance of the Terms and Conditions as amended.
- 1.5. If you do not accept these Terms and Conditions or any amendments to them, then you may not use the Platform, its content or the services offered on it.

2. PLEASE NOTE:

- 2.1. **These Terms and Conditions contain provisions in bold which are especially important as they may limit the risk or liability of VMPL and/or draw your attention to an important term in these Terms and Conditions.**
- 2.2. **Please read these Terms and Conditions carefully before using the Platform. By using the Platform, you acknowledge that you have read and agree to be bound by these Terms and Conditions.**

- 2.3. **If you fail to comply with your obligations under these Terms and Conditions, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Platform and, insofar as you are a Registered User, a temporary or a permanent de-activation and/or deletion of your Account (as defined below), without any prejudice to any claims for damages or otherwise that we may have against you.**

3. PURPOSE OF THE PLATFORM

The Platform enables you to browse and access paid-for and free self-guided audio tours (each, “**a Tour**”) created by third parties (“**Publishers**”) and edited by VMPL. The Platform also enables you to create and/or to publish one or more Tours yourself, should you wish to do so.

4. USE OF THE PLATFORM AND CREATING AN ACCOUNT

- 4.1. You need not be a Registered User to access and browse the Platform, but certain of the Platform features are available only to Registered Users. There is no cost for creating or maintaining a user account on the Platform.
- 4.2. To become a Registered User, you must provide a unique e-mail address and password (“**Access Information**”) and certain other information to VMPL. This information will be used to create your account on the Platform (“**Account**”).
- 4.3. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead us as to any information you may provide.
- 4.4. You must be over the age of 18 to be a Registered User.
- 4.5. It is your responsibility to ensure that you keep your Access Information safe and that no one except you uses it. Furthermore, you are solely responsible for any activities that occur on the Platform using your Access Information.
- 4.6. VMPL takes no responsibility should unauthorised persons make use of your Access Information. We rely on the assumption that it is you making use of your Access Information and, in turn, the Platform. VMPL shall take no responsibility for any loss (whether direct or indirect, financial or

otherwise) arising in any way from the use by an unauthorised person of your Access Information.

- 4.7. You must notify VMPL should you become aware of or suspect unauthorised access to your Account and you must take urgent steps to limit any loss that may arise from unauthorised access. You can contact us on hello@voicemap.me for assistance and/or you can immediately change your password via the Platform.
- 4.8. VMPL shall not be liable for any false or inaccurate information which you provide in registering your Account and VMPL shall not be liable for any damages, costs or liability arising out of any such inaccurate information. At all times, the responsibility of ensuring that the information on your Account is current and accurate rests with you.
- 4.9. VMPL is entitled, as a condition of your continued use of the Platform, to:
 - 4.9.1. request additional information to verify the information you have provided about yourself; and/or
 - 4.9.2. make, directly or through any third party, any inquiries it considers necessary to validate information that you provide to us, including checking commercial databases and utilizing any other verification processes, and you hereby authorise VMPL to do so.
- 4.10. You may only register one Account at a time. If you attempt to register multiple accounts on the Platform, VMPL shall be entitled to suspend or permanently de-activate and delete all accounts registered by you, with immediate effect.
- 4.11. We will take reasonable steps to ensure that the Platform remains operational unless it is being subject to scheduled maintenance. We are, however, entitled to discontinue providing the Platform or any part of it, without notice to you or anybody else. You agree that VMPL will not be liable to you in the event that it chooses to suspend, modify or terminate the Platform, in its entirety or in part.

5. CODE OF CONDUCT

- 5.1. You agree not to post any comments, photographs, videos or any other content that is defamatory, offensive, obscene, invasive of privacy, damaging to a third-party's intellectual property rights, explicit, illegal or unlawful.
- 5.2. You may not post anything that amounts to political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam" or unsolicited commercial electronic messages.
- 5.3. Should you misuse any of your rights as a Registered User, we shall be entitled immediately to suspend or permanently de-activate and delete your Account, and to terminate your right to make use of the Platform. We may also report your conduct to the relevant authorities.
- 5.4. We reserve the right to moderate or remove any review which you post on the Platform should it conflict with the VMPL Code of Conduct.

6. PURCHASE AND PRICING OF TOURS

- 6.1. The Platform enables Registered Users who have signed into their Account, to download Tours for their own personal use.
- 6.2. Whilst some Tours may be downloaded at no cost to the Registered User, other Tours may only be downloaded against payment of a purchase price in respect thereof ("the **Tour Price**"). The purchase price for a particular Tour will be reflected on that Tour as it is listed on the Platform.
- 6.3. The Platform enables Registered Users to purchase gift vouchers for other Registered Users. Each gift voucher entitles the recipient thereof to download a particular number of Tours, depending on the gift voucher selected.
- 6.4. Not all Tours which are available for download on the Platform are necessarily available for download in redemption of a gift voucher, and VMPL shall have no liability to you or to any other person as a result of certain Tours not being available for download in redemption of a gift voucher.
- 6.5. You can find more information in respect of the purchase and/or download of Tours [here](#).

- 6.6. Gift vouchers may be redeemed only by the download of Tours, and are not capable of being redeemed for cash or for credit on an Account.
- 6.7. Each gift voucher is valid for a period of 12 (twelve) months from date of purchase, whereupon the gift voucher will expire and no longer be capable of redemption.
- 6.8. You can find more information in respect of gift vouchers [here](#).
- 6.9. The Platform reflects all amounts (including each Tour Price and/or the price of a gift voucher) in the currency of the Registered User's choice, and accordingly the Platform utilizes a real-time exchange rate tool to enable it to reflect a particular amount in multiple currencies across a range of jurisdictions.
- 6.10. The Platform also makes use of a currency rounding convention, for greater consistency and ease of administration.
- 6.11. You acknowledge and agree that price differentiations may therefore occur depending on the currency in which a particular price is reflected, and/or the application of rounding, and VMPL shall have no liability to you arising out of any loss suffered in relation to exchange rates, currency conversions and/or rounding, whatsoever.
- 6.12. VMPL makes use of third party service providers (such as, without limitation, Stripe Inc.) to receive and process payments initiated by Registered Users on the Platform. The Platform does not itself store payment information. Payments made by way of third party service providers are subject to the terms and conditions of the service providers concerned.
- 6.13. Tours may also be purchased outside of the Platform via re-sellers. Re-sellers of Tours may apply their own currency conversion and rounding conventions in respect of the prices of such Tours, over which VMPL has no control. You acknowledge and agree that VMPL shall have no liability to you arising out of any loss suffered in relation to any exchange rate, currency conversion and/or rounding convention applied by a re-seller, whatsoever.
- 6.14. A Tour which is purchased on a re-seller's site may only be downloaded on the Platform, and accordingly the purchaser thereof is required to be

a Registered User of the Platform, and to visit the Platform, in order to download the Tour in question. Upon purchase of a Tour from a re-seller, the re-seller will issue the purchaser with a redemption code. The redemption code must be entered on the Platform, as a condition to the download of the Tour.

- 6.15. The Platform operates a refer-a-friend scheme, in terms of which one Registered User may refer a third party (such as a friend) to the Platform. Should the party so referred create an Account on the Platform, each of the referrer and the referee shall receive a credit which may be redeemed for a single Tour of the user's choice. VMPL is entitled to amend, suspend, or terminate the refer-a-friend scheme at any time in its sole discretion, provided that any credits already issued under the scheme but not yet redeemed at the time of such amendment, suspension or termination shall remain unaffected thereby.

7. COPYRIGHT AND INTELLECTUAL PROPERTY

- 7.1. All content included in or made available through the Platform is owned by the Publishers or VMPL, as the case may be, and may include (without limitation) text, graphics, logos, icons, images, audio clips, digital downloads, and data compilations (the "**Content**").
- 7.2. Under no circumstances and at no time do you have the right to reproduce, re-work, modify, re-write, simulate, summarise, create derivative work/s from and/or copy the Content, or otherwise pass it off as your own creation, nor do you have the right to procure the doing of any of those things by any other person or by artificial intelligence.
- 7.3. Subject to you complying with these Terms and Conditions, you are hereby granted a limited personal, non-exclusive, non-transferable and non-sublicensable license to access and make personal use of the Platform.
- 7.4. The license granted in terms of clause 7.3 above does not include the right to download, copy, or otherwise use the Content for the benefit of any third party, nor the right to use data mining, robots, or similar data gathering and extraction tools in respect of the Content or any part thereof.

7.5. You may use the Platform only as permitted by the laws of Singapore. Each and every license granted by us to you under and in terms of these Terms and Conditions automatically terminates if you do not comply with these Terms and Conditions.

8. COLLECTION OF YOUR INFORMATION

- 8.1. While you are using the Platform, we shall collect certain information relating to your use of the Platform in order to maximise your use and enjoyment of the services offered by the Platform.
- 8.2. For information regarding the processing, handling and storing of your personal information, please see our [privacy policy](#).

9. COOKIES

- 9.1. The Website uses cookies, being small text files stored within your internet browser that are placed there by the Platform in order to understand more about your visit and enhance your experience. Please review our Cookie Policy at <https://www.iubenda.com/privacy-policy/29339269/cookie-policy> for more information.
- 9.2. You can view and edit permanent cookies by looking in the cookies' directory of your browser installation. You can also adjust your preference cookies by clicking on Manage Cookies in the footer of the Website.

10. CREATING A TOUR

- 10.1. You can, if you are a Registered User, utilise the Platform to create a Tour of your own. If you do, the Publisher Terms will apply. Acceptance of the Publisher Terms in their entirety is a condition to the creation of each Tour. If you do not accept the Publisher Terms, you may not use the Platform to create and/or to publish a Tour. You can view the Publisher Terms [here](#).
- 10.2. VMPL will not publish any content submitted by you on the Platform without your prior approval and consent.

11. DISCLAIMERS

- 11.1. **The use of the Platform and/or any Tour is entirely at your own risk, and you assume full responsibility for any loss resulting from use of the Platform and/or any Tour, or reliance on any information on the Platform.**
- 11.2. **It is a term of these Terms and Conditions, and an express condition to the commencement of any Tour that you accept sole responsibility for your own actions, omissions, safety, security and well-being whilst making use of the Tour in question.**
- 11.3. **VMPL does not warrant that the information on the Platform is accurate. It is the responsibility of the publisher of a particular Tour to keep the relevant tour information up to date and accurate. Should you rely on any information, route or advice provided by the publisher thereof, you do so at your own risk.**
- 11.4. **VMPL shall have no liability to you for any loss or damage suffered by you or any other person arising out of the use of the Platform and/or any content published on the Platform, including without limitation, any Tour, including personal injuries, loss of life, loss of income, damage to property or any other damages (whether direct or indirect), costs or liabilities arising from the use of the Platform and/or any Tour, and does not warrant that the Platform and/or any Tour is fit for purpose.**
- 11.5. **Publishers are independent content producers and are not employees, agents or representatives of VMPL. Any views or statements made or expressed on the Platform and/or within any Tour are not necessarily the views of VMPL, its directors, employees and/or agents.**
- 11.6. **In addition to the disclaimers contained elsewhere in these Terms and Conditions, VMPL makes no warranty or representation, whether express or implied, that the information or files available on the Platform are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt,**

compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of VMPL, its employees, agents or authorised representatives.

12. LINKING TO THIRD PARTY WEBSITES

- 12.1. The Platform may contain links or references to other websites or platforms ("Third Party Platforms") which are outside of VMPL's control. These Terms and Conditions do not apply to those Third-Party Platforms and VMPL is not responsible for the practices and/or privacy policies of those Third-Party Platforms or the cookies that they may use. We recommend that you read the terms and conditions of the Third-Party Platforms concerned, prior to your access or use thereof.
- 12.2. We are also not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your access or use of such Third Party Platforms.

13. NOTICES

- 13.1. VMPL hereby chooses 3 Coleman Street, Singapore (marked for attention: CEO) and hello@voicemap.me as its address for the service of all formal notices and legal processes in connection with these Terms and Conditions. VMPL may change this address from time to time by updating these Terms and Conditions.
- 13.2. We shall use the email address associated with your Account as the address for all formal and legal correspondence.
- 13.3. Legal notices must be either delivered by hand (including courier) or email. All notices sent –
 - 13.3.1. by hand will be deemed to have been received within 48 hours of delivery; and
 - 13.3.2. by email will be deemed to have been on the date indicated in the "Read Receipt" notification which you are

to use with any emails which you sent to us. This will serve as proof that an email has been received.

14. CESSION, ASSIGNMENT, SUB-CONTRACTING

- 14.1. VMPL shall be entitled to cede, delegate, assign or in any other manner dispose of any of its rights or obligations arising out of these Terms and Conditions, without notice to you.
- 14.2. VMPL shall be entitled to delegate or sub-contract any of its obligations herein to any other person or entity without notice to you.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1. These Terms and Conditions shall be governed by the laws of Singapore, without regard to principles of conflict of laws. Any dispute arising out of or in connection with these Terms and Conditions, shall, at the election of the VMPL (acting in its sole discretion) be either:
 - 15.1.1. resolved by discussions and consultations between the parties in good faith; or
 - 15.1.2. referred to and finally resolved by arbitration in accordance with the then in force Arbitration Rules of the Singapore International Arbitration Centre; or
 - 15.1.3. submitted to the exclusive jurisdiction of the courts in Singapore; or
 - 15.1.4. any combination of 15.1.1 to 15.1.3 above.

16. FORCE MAJEURE

- 16.1. VMPL shall not be liable to you or to any other person for any damages caused due to the inability of VMPL to perform its obligations in these Terms and Conditions, to the extent that such inability is a result of circumstances beyond our control and amounts to a force majeure event, including but not limited to any act of terrorism or sabotage, fire, storm, flood, earthquake, accident, war, labour dispute materials, acts of God, change in laws and the like (the "**Force Majeure Event**"). Insofar as VMPL is prevented by a Force Majeure Event from performing any obligation that we have or may have to you, we shall inform you

accordingly, and VMPL's obligation to perform shall be suspended until such time as the Force Majeure Event abates.

- 16.2. If a Force Majeure event prevents you from complying with one or more of your obligations under these Terms and Conditions for more than 60 (sixty) days, VMPL is entitled, in its sole discretion and on 3 (three) days' notice to you, to suspend or permanently de-activate and delete your Account.

17. SEVERABILITY

Any provision in these Terms and Conditions, which is or may become illegal, invalid or unenforceable shall be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of these Terms and Conditions, without invalidating the remaining provisions of these Terms and Conditions.

18. WHOLE AGREEMENT, NO AMENDMENT

- 18.1. No failure or delay on the part of VMPL in exercising any right, power or privilege in terms of these Terms and Conditions shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 18.2. In the event of VMPL taking legal action against you for breach of any of these Terms and Conditions, you shall be responsible for all costs incurred by VMPL in the enforcement of its rights.