

# TERMS AND CONDITIONS FOR PUBLICATION OF YOUR TOUR

Last Updated: 26 March 2026

## 1. INTRODUCTION

- 1.1. VoiceMap Pte. Ltd. ("**VMPL**", "**we**", "**us**" or "**our**"), a company incorporated in Singapore, is the developer and proprietor of an on-line digital platform for the creation, self-publication and distribution of content (generally, "**the Platform**").
- 1.2. You, the individual or entity identified in the user account registered by you on the Platform (your "**User Account**") ("**you**" or "**Publisher**") have created a self-guided audio tour ("**your Tour**").
- 1.3. Insofar as you have published one or more Tours on the Platform on a date/dates prior to the date upon which you accept this Agreement, you are required, as a condition to continued publication of your Tour/s on the Platform, to accept the terms and conditions comprising this Agreement. If you don't accept this Agreement in its entirety, your previously published Tour/s may be removed from the Platform, at VMPL's discretion.
- 1.4. Insofar as you have submitted your Tour for first publication on the Platform, you are required, as a condition to publication of your Tour on the Platform, to accept the terms and conditions comprising this Agreement. If you don't accept this Agreement in its entirety, you will not be entitled to publish your Tour on the Platform.
- 1.5. Once you have accepted this Agreement, it shall apply in respect of all of your Tours, whether published prior to or after the date of your acceptance of this Agreement.
- 1.6. This Agreement applies in addition to, and alongside the VMPL Terms of Use available [here](#) ("**the User Terms**"). If there is any conflict between a provision of this Agreement and a provision of the User Terms, then:
  - 1.6.1. insofar as the facts, matters or circumstances giving rise to the conflict pertain to you in your capacity as Publisher of your Tour, the provisions of this Agreement shall prevail;
  - 1.6.2. in all other circumstances, the provisions of the User Terms shall prevail.
- 1.7. This Agreement must be carefully read and understood as your acceptance of it creates legally binding obligations as between you and

VMPL.

- 1.8. In this Agreement, each of VMPL and Publisher may be individually referred to as "**Party**" and collectively referred to as "**Parties**".

## **2. AUTHORISATION AND ACCOUNT SECURITY:**

- 2.1. You must be of legal majority age in the country in which you live, to publish your Tour on the Platform.
- 2.2. If you are a minor, your parent or guardian can publish your Tour on the Platform on your behalf.
- 2.3. If the Tour is submitted for publication on behalf of a legal entity, the person submitting the Tour warrants that he/she is entitled, as an authorized representative of the Publisher, to accept this Agreement and to bind Publisher to the terms of this Agreement, and VMPL shall be entitled to assume that he/she is so authorised.
- 2.4. You (the Publisher) may not permit any third party to use your User Account to create or submit Content (as defined in 3.1 below) for publication on the Platform, and you agree not to use the User Account of any third party.
- 2.5. You are solely responsible for, and may be held liable for, all activity on your User Account, whether authorised by you or not.
- 2.6. You must notify VMPL immediately of any unauthorized use of your password or your User Account, and/or any other security breach related to your User Account.
- 2.7. When you create any Content intended for publication on the Platform, you do so using the features and services that are available to you as part of your publishing plan. The publishing plan options are available [here](#).
- 2.8. Unless you select an alternative publishing plan when creating your account, you will be placed on the basic plan. You may change your publishing plan via your User Account at any time.
- 2.9. Should you make a change to your publishing plan, the new publishing plan shall take effect immediately, in the case of an upgrade, while any downgrade will take effect at the start of the next billing period.

## **3. SUBMISSION AND REVIEW OF CONTENT**

- 3.1. All content (including but not limited to data, text, illustrations, designs, photos, images, materials, information, audio and/or video clips,

and any literary work in whatever form developed or created by you) which you submit to VMPL, for any purpose whatsoever (collectively, "**Content**") must be submitted to VMPL in such digital format as VMPL requires, and all electronic files shall be delivered free and clear of viruses, worms and other potentially harmful or disrupting code. VMPL is under no obligation to return any Content submitted to it.

- 3.2. On receipt of any Content, VMPL shall review the same and VMPL shall have sole discretion in:
  - 3.2.1. accepting for publication;
  - 3.2.2. accepting for publication subject to modifications; or
  - 3.2.3. rejecting for publication,  
any of the Content submitted to us for publication.
- 3.3. VMPL shall have the right, although we shall have no obligation, to make additional inquiries for the purpose of verifying your authority to submit the Content to us and/or to grant any rights in relation to the Content.
- 3.4. VMPL will not publish any Content on the Platform without your prior approval and consent.
- 3.5. It is a term of the User Terms, and also a specific condition to the commencement, by a User, of any audio tour published on the Platform (including your Tour), that the User acknowledges and accepts sole responsibility for his/her own actions, omissions, safety, security and well-being whilst making use of the audiotour in question. You can view the wording of this condition [here](#).
- 3.6. Accordingly, you acknowledge and understand that:
  - 3.6.1. as between you and VMPL, you (the Publisher) are solely responsible for the correctness, accuracy, safety, quality and appropriateness of the Content comprising your Tour; and
  - 3.6.2. VMPL shall have no liability to you for any loss or damage suffered by you or any other person arising out of the publication by VMPL of any Content which has been approved for publication by you, and you hereby indemnify and hold VMPL harmless against any such liability, unless same arises solely out of VMPL's gross negligence or wilful default.
- 3.7. If you discover that any Content that you have provided to us is inaccurate or incomplete, you must notify us immediately.

3.8. You are responsible to obtain, at your cost, any and all permissions and/or licenses as may be required in respect of any Content to permit VMPL to exercise the rights granted to it under this Agreement.

#### **4. INTELLECTUAL PROPERTY**

4.1. Notwithstanding any provision in this Agreement, nothing in this Agreement shall be deemed to constitute the transfer of intellectual property ownership between the Parties. This Agreement does not grant you any license or other rights to any intellectual property or technology owned or operated by VMPL, including, without limitation, any trademarks or tradenames. Nothing in this Agreement restricts any rights which either Party may have under applicable law or a separate permission.

4.2. Subject to the authorizations you grant to us under this Agreement, as between you and VMPL, you retain all ownership rights in and to the copyrights and all other rights and interest in and to your Content. VMPL retains all ownership rights in and to the copyrights and all other rights and interests in and to the Platform, and any materials that VMPL uses or provides to you for use relating to your Content.

4.3. VMPL retains sole ownership and control of all data obtained from Users and prospective Users in connection with the Platform. We are solely responsible for, and will have full discretion with respect to the terms, features, and operation of the Platform and related marketing, but our use of the Content will be subject to the terms of this Agreement.

4.4. Should you provide feedback to VMPL in connection with the Platform ("**Feedback**"), VMPL shall be free to use and apply your Feedback in any manner without restriction and without any need to compensate you.

4.5. Both Parties agree not to directly or indirectly prejudice the rights, title or interest of each other's intellectual property rights and shall not make any attempts to copy or interfere with each other's rights except to the extent stated in this Agreement.

#### **5. DISTRIBUTION RIGHTS**

5.1. If you elect to publish your Tour on the Platform your Tour will, subject to clause 11.1 below, remain published on the Platform for a minimum of 36 (thirty six) months reckoned from the date of first publication (the "**Minimum Term**").

5.2. Upon your election to publish your Tour on the Platform, and as a

condition to VMPL's publication thereof, you authorise and grant to VMPL a perpetual, worldwide, irrevocable, sub-licensable and transferable right and licence to distribute and/or use the Content comprising your Tour (collectively, "**the Licensed Content**") in digital format, directly and through third-party distributors, through all digital distribution means available to VMPL from time to time (collectively, "**the Distribution Rights**").

- 5.3. Distribution Rights in respect of the Licensed Content comprising your Tour will be exclusive to VMPL for as long as your Tour remains published on the Platform, and for a period of 180 (one hundred and eighty) days after its removal from the Platform ("**the Exclusivity Period**"), unless VMPL has removed your Tour in terms of clause 11.1 below, in which case the Exclusivity Period shall terminate 30 (thirty) days after removal of your Tour.
- 5.4. You may not, and you agree not to, publish or permit the publication of your Tour or any part of the Licensed Content comprising your Tour, on any other platform or via any other publication channel, for the duration of the Exclusivity Period, provided that nothing in this clause 5.4 shall preclude you from offering and providing your Tour or any part thereof as a live (in-person) tour, nor from incorporating your Tour or any part thereof in a podcast or in a blog post.
- 5.5. Upon expiry of the Exclusivity Period, the Distribution Rights in and to the Licensed Content shall become non-exclusive but shall otherwise remain in force and effect.
- 5.6. The Distribution Rights include, but are not limited to, the right to:
  - 5.6.1. display, market, distribute, sell, license, use, communicate, create copies, excerpts and otherwise make digitally available all or any portion of the Licensed Content to any User, through any of VMPL distribution platforms in any territory, including without limitation by way of the VMPL website and mobile applications;
  - 5.6.2. index, reproduce or convert formats of the Licensed Content and store it on VMPL servers;
  - 5.6.3. allow Users to access, preview and download any Licensed Content on their portable device and to purchase your Tour either through the VMPL website or mobile applications;
  - 5.6.4. in the case of a purchased Tour, to grant to the purchasing User a

perpetual right to store the Tour on servers and to access and re-download same from time to time, notwithstanding that this Agreement may have terminated;

- 5.6.5. advertise and promote your Tour and for this purpose to create excerpts of the Licensed Content and to display and distribute same, for Users to preview without charge. This may include promoting and/or incorporating the Licensed Content in any of VMPL's promotional and marketing activities from time to time;
  - 5.6.6. use, reproduce, modify, adapt, transmit or distribute, as VMPL determines appropriate, in its sole discretion, any metadata and product description, information or images that you make available in connection with Licensed Content, for the purpose of exercising VMPL's rights under this Agreement;
  - 5.6.7. transmit Licensed Content to third parties and/or external agencies, for the purpose of exercising VMPL's rights under this Agreement;
  - 5.6.8. transmit, reproduce and otherwise use (or cause the reformatting, transmission, reproduction, and/or other use of) Licensed Content as mere technological incidents to and for the limited purpose of technically enabling the foregoing (for example, caching to enable display);
  - 5.6.9. permit our sub-contractors to exercise any of the rights granted to VMPL under this Agreement; and/or
  - 5.6.10. enforce the proprietary rights in and to the Licensed Content in the manner contemplated in clause 5.9 below.
- 5.7. The rights granted by you in clauses 5.2 to 5.6 above (both inclusive) are granted on a worldwide basis.
- 5.8. Should you modify the Licensed Content comprising your Tour to any significant extent, you will be required to publish such tour (so modified) afresh, in which case the Minimum Term in respect of such modified tour shall commence upon the date of its latest publication.
- 5.9. If at any time either of you or us becomes aware of unauthorised use or attempted use, by a third party, of all or any portion of your Licensed Content, in any manner whatsoever, VMPL shall be entitled, at its cost and in consultation with you, to take such steps as it considers necessary, whether for itself or on your behalf as your duly authorised agent in this regard, to prevent such unauthorised use and/or attempted use by such

third party, and you hereby agree to co-operate with VMPL in this regard and to provide all such assistance as VMPL may reasonably request from time to time.

## **6. MARKETING AND PROMOTION**

- 6.1. VMPL will have sole discretion in determining all marketing and promotion activities in relation to the sale of your Tour through the Platform and in this regard:
- 6.1.1. VMPL may, without limitation, market and promote your Tour by making excerpts of it available to Users without charge, and by permitting Users to listen to excerpts in response to search queries; and
- 6.1.2. you grant to VMPL a non-exclusive, royalty free right to use any of your trademarks, tradenames, logos or designs, as provided to us, for the purpose of marketing and promoting your Tour.
- 6.2. VMPL will not owe you any fees for or in respect of marketing or promotional activities. You acknowledge that VMPL has no obligation to market, distribute, or offer your Tour for sale, or to continuing marketing, distributing or selling your Tour after we have commenced doing so.
- 6.3. Without prejudice to the provisions of 6.1 above:
- 6.3.1. nothing in this Agreement shall preclude you from marketing and promoting your Tour yourself, provided that no such marketing or promotion constitutes a breach of the Distribution Rights; and
- 6.3.2. if at any time you would prefer that any of your Licensed Content be removed from any VMPL publicity campaign, marketing initiative or other programme, VMPL shall remove same within 30 (thirty) days after receipt of written request from you to that effect.

## **7. WAYS THAT USERS CAN PURCHASE YOUR TOUR**

- 7.1. Users of the Platform can acquire the right to download your Tour:
- 7.1.1. at no cost to the User, insofar as you have chosen to make your Tour available for free; or
- 7.1.2. by purchasing your Tour and making payment therefor on the Platform or to the applicable Re-seller; or
- 7.1.3. by purchasing a unique code which, when entered on the Platform, will enable the User to download your Tour specifically and exclusively ("**a Tour Voucher**"); or

- 7.1.4. by redeeming a credit held in the User's account on the Platform ("**a Tour Credit**"). Tour Credits may be acquired by Users in any of the following ways:
- 7.1.4.1. by purchasing one or more Tour Credits directly through the Platform ("**a Pass**"), subject to such expiry period as VMPL may determine from time to time; or
  - 7.1.4.2. by redeeming a unique code which, when entered on the Platform, will credit the User's account with one or more Tour Credits ("**a Credit Voucher**"), subject to such expiry period as VMPL may determine from time to time; or
- 7.1.5. by redeeming a credit issued by VMPL for promotional purposes ("**a Promotional Credit**"), including without limitation Promotional Credits issued to Users who refer new Users to the Platform. Promotional Credits are subject to such expiry period, if any, as VMPL may determine from time to time.
- 7.2. The voucher and credit types described in clause 7.1 operate as follows:
- 7.2.1. A Tour Voucher entitles the User to download only your Tour.
  - 7.2.2. A Tour Credit entitles the User to download any one Tour from amongst those Tours then available for Tour Credit redemption on the Platform at the time of redemption, and may be subject to restrictions limiting its use to Tours in a specific destination or destinations.
  - 7.2.3. A Promotional Credit entitles the User to download any one Tour from amongst those Tours then available for Promotional Credit redemption on the Platform at the time of redemption.
- 7.3. Subject to clauses 7.4 and 9 below, the price payable by a User for:
- 7.3.1. a direct purchase of your Tour, shall be the List Price (as defined below), subject to any adjustments for currency conversions, rounding, taxes and/or payment processing costs;
  - 7.3.2. a Tour Voucher, shall be the List Price (as defined below), subject to any adjustments for currency conversions, rounding, taxes and/or payment processing costs; or
  - 7.3.3. a Credit Voucher or Pass, shall be the price assigned to the Tour Credits comprised therein by VMPL in its sole discretion, which may result in an effective per-Tour Credit price that is equal to, more than, or less than the List Price for your Tour. No payment is made by Users

for Promotional Credits.

7.4. You acknowledge and agree that the price paid for your Tour, a Tour Voucher or Credit Voucher may differ from the List Price in the following circumstances:

7.4.1. Tours downloaded by employees or consultants of VMPL from time to time, are downloaded free of charge;

7.4.2. Tours which are licensed for use by a VMPL client (such as, for example, a hotel group) for a fixed period of time are licensed at a fee negotiated between you (the Publisher), VMPL and the client concerned;

7.4.3. VMPL may, in its discretion, provide Users with Tours, Tour Vouchers and/or Credit Vouchers free of charge, or at a discount to the applicable List Price, for the purpose of marketing and promotion from time to time; and/or

7.4.4. VMPL may, in its discretion, offer bundled Tours, Tour Vouchers, Credit Vouchers and/or Passes at a discount to the applicable List Price from time to time.

## **8. SELF-SALE OF YOUR TOUR**

8.1. Publisher Credits are credits which may be used in connection with the self-sale and promotion of your Tour. The number of Publisher Credits held by you from time to time will reflect on the publisher dashboard of your User Account.

8.2. Publisher Credits may be acquired in any of the following ways:

8.2.1. upon creation of your first Tour on the Platform, you will receive 10 (ten) Publisher Credits;

8.2.2. upon publication of any Tour on the Platform, you will receive 10 (ten) Publisher Credits;

8.2.3. you will receive such number of Publisher Credits on a monthly or annual basis as may be determined by your publishing plan from time to time;

8.2.4. you may purchase additional Publisher Credits by way of your User Account, at the price determined by your publishing plan from time to time; and/or

8.2.5. VMPL may, in its discretion, credit your User Account with Publisher Credits from time to time, including without limitation to support

marketing initiatives or as a courtesy.

- 8.3. Publisher Credits are expended as follows:
  - 8.3.1. each redemption of a Self-Sale Voucher (as defined below) will deduct one Publisher Credit from your User Account; and
  - 8.3.2. if you have elected to make your Tour available for free in terms of clause 7.1.1 above, and your publishing plan is a Pro or Premium plan, each download of your Tour will deduct one Publisher Credit from your User Account.
- 8.4. Publisher Credits are subject to expiry as follows:
  - 8.4.1. Publisher Credits acquired pursuant to a monthly publishing plan shall expire 90 (ninety) days after the date upon which they were credited to your User Account;
  - 8.4.2. Publisher Credits acquired pursuant to an annual publishing plan shall expire 365 (three hundred and sixty-five) days after the date upon which they were credited to your User Account; and
  - 8.4.3. Publisher Credits purchased separately from your publishing plan shall expire 365 (three hundred and sixty-five) days after the date of purchase.
- 8.5. You may create voucher codes entitling Users to download your Tour ("**Self-Sale Vouchers**"). Each Self-Sale Voucher may be configured with a maximum number of permitted redemptions, as determined by you.
- 8.6. Self-Sale Vouchers may be distributed by you in any manner that you choose, including for example by way of:
  - 8.6.1. give-aways to Users;
  - 8.6.2. sales to Users via your own website;
  - 8.6.3. sales to Users via third party websites; and/or
  - 8.6.4. bulk sales to re-sellers and/or other distributors.
- 8.7. All of the revenue arising in respect of the sale, by you, of any Self-Sale Vouchers, is for your account, and VMPL is not and shall not be a party to the sale by you of any Self-Sale Voucher.
- 8.8. Should a User take any action which would result in the deduction of a Publisher Credit from your User Account at a time when you have insufficient Publisher Credits, VMPL may, in its discretion, credit your User Account with such number of Publisher Credits as may be required. You shall be liable to make payment to VMPL for the cost of any Publisher Credits so credited to your account, and VMPL shall be entitled (but not

obliged) to off-set the amount in question against any Royalties as may become due and owing to you in terms of clause 10 below, provided that such off-set shall not exceed 10% (ten percent) of the Royalties paid to you in the preceding 12 (twelve) month period.

## **9. THE LIST PRICE OF YOUR TOUR**

- 9.1. You (the Publisher) will select the benchmark price payable by a User for the purchase of your Tour ("**the List Price**") from the range of pricing options then currently available on the Platform.
- 9.2. The List Price options from which you select the price of your Tour will always appear in United States Dollars ("**USD**") and shall be exclusive of any taxes.
- 9.3. Notwithstanding the List Price selected by you, your Tour will be available for purchase on the Platform in multiple currencies converted from the List Price in USD, to the currency in question at the exchange rate applied by VMPL from time to time. Furthermore, VMPL employs a rounding convention such that all Tour prices as they appear on the Platform end either in .49 or .99. VMPL shall have no liability to you arising out of any loss suffered in relation to exchange rates, currency conversions and/or applicable rounding conventions, whatsoever.
- 9.4. You acknowledge that your Tour may be offered for sale by multiple third party re-sellers and/or distributors (collectively, "**Re-sellers**") in multiple currencies converted from USD to the currency in question at the exchange rate applied by the merchant of record. VMPL shall have no liability to you arising out of any loss suffered in relation to exchange rates and/or currency conversions, whatsoever.
- 9.5. Furthermore, different Re-sellers have different approaches as regards price rounding, and/or the inclusion or exclusion of applicable taxes as regards the price at which your Tour is listed for sale by such Re-seller. VMPL shall have no liability to you arising out of any loss suffered in relation to rounding and/or tax treatment by any Re-seller, whatsoever.
- 9.6. You may change the List Price of your Tour through your User Account at any time, but you may only change it once within any 30 day period.
- 9.7. The new List Price for your Tour will reflect immediately on the Platform, but Re-sellers may take longer to effect price changes, and VMPL

shall have no liability to you arising out of any such delays, whatsoever.

9.8. VMPL is entitled, from time to time and on notice to you, to propose a change to the List Price of your Tour. If you do not decline the proposed change to the List Price within 5 (five) business days after receipt of notice of the proposed change, the price change shall automatically become effective upon expiry of such period. If you respond to us to decline the proposed price change within the 5 (five) business day period, the List Price of the Tour will remain unchanged.

## **10. ROYALTIES, PAYMENTS AND TAXES**

10.1. The amount payable to you by VMPL pursuant to User downloads of your Tour ("**the Royalty**") is, subject to clause 10.3 below, calculated as a percentage of the Net Receipt (defined below) in respect of each such download. The percentage will depend on the publishing plan which you have selected.

10.2. For the purpose of this Agreement, "**Net Receipt**" means:

10.2.1. Net of all taxes and payment processing charges, converted (if necessary) into USD as at the date of receipt into VMPL's bank account:

10.2.1.1. in respect of a direct purchase of your Tour, the amount actually received by VMPL, calculated with reference to the List Price which VMPL determines was effective at the time of purchase;

10.2.1.2. in respect of a Tour Voucher redeemed to download your Tour, the amount actually received by VMPL, calculated with reference to the List Price which VMPL determines was effective at the time of purchase; or

10.2.1.3. in respect of a Tour Credit redeemed to download your Tour, the amount actually received by VMPL in respect of the Pass or Credit Voucher by way of which such Tour Credit was acquired, divided by the number of Tour Credits comprised in such Pass or Credit Voucher; or

10.2.2. in respect of a Promotional Credit redeemed to download your Tour, an amount of USD0.35 (thirty-five US cents), or such other amount as VMPL may determine from time to time.

10.3. For the avoidance of doubt, no Net Receipt arises, and no Royalty is payable, in respect of any Tour Credit or Promotional Credit which expires

without having been redeemed.

- 10.4. You acknowledge that VMPL has no control over third party payment processing charges, and that same vary depending on how and where payment for your Tour (or a Voucher entitling the User to download your Tour) is made by the User.
- 10.5. VMPL shall make payment to you of all Royalties as may have accrued to you pursuant to User downloads of your Tour during the course of each calendar month, by no later than the 21<sup>st</sup> (twenty first) day of the following calendar month, it being agreed however that VMPL shall not be obliged to make any payments to you until such time as:
  - 10.5.1. the Net Receipt on which any Royalty amount arises has actually been received by VMPL into its bank account; and
  - 10.5.2. the total amount due and owing to you by VMPL as at the last day of the calendar month in question is equal to or exceeds USD50.00 (fifty USD), or such larger minimum payment amount as you have selected by way of your User Account.
- 10.6. A real-time report detailing downloads of your Tour to date, and corresponding Royalties accruing, shall be accessible online via the publisher dashboard of your User Account.
- 10.7. VMPL will calculate all Royalties in USD. Where payment for your Tour was received by VMPL in a currency other than USD, VMPL will convert such payment to USD at an exchange rate determined by VMPL.
- 10.8. VMPL will make payment to you in USD, unless you have selected an alternative payment currency by way of your User Account (where your publishing plan permits you to do so), in which case VMPL will convert the Royalties due to you from USD to the payment currency selected by you, at an exchange rate determined by VMPL, which will be inclusive of all fees and charges for the conversion. VMPL shall have no liability to you arising out of any loss suffered in relation to exchange rates and/or currency conversions.
- 10.9. It is your obligation to provide VMPL, or its third party payment processor/s, as the case may be, with the details of a valid bank account or PayPal account, failing which neither VMPL nor any of its subcontractors shall have any obligation to make any payments to you, until VMPL is satisfied that a valid payment method has been provided.
- 10.10. VMPL shall not be liable to make payment of any amount to you in

respect of:

- 10.10.1. any sale which has been made through fraudulent or illegal means or unlawful use of payment methods;
  - 10.10.2. any sale in respect of which the amount charged to the User has subsequently been refunded to the User, for any reason whatsoever; and/or
  - 10.10.3. any interest in respect of any amount, whatsoever.
- 10.11. VMPL shall be entitled to withhold any amount as may become owing to you if, at the time the amount becomes due for payment:
- 10.11.1. you are in breach of any term of this Agreement, in which case VMPL shall only become obliged to release such amount once the breach is remedied to VMPL's satisfaction;
  - 10.11.2. this Agreement has been terminated due to breach of any of its terms;
  - 10.11.3. there exists any claim by a third party which VMPL reasonably considers may be valid, that the Content comprising your Tour violates the legal rights of a third party. If the claim is determined to be valid, VMPL will not owe you any Royalties in respect of downloads of your Tour and we may require you to make payment to us of an amount equal to all Royalties as were previously paid to you by VMPL in respect of your Tour.
- 10.12. VMPL is entitled, but not obliged, to set any amounts as are owed by VMPL to you off against any amounts as may be owed by you to VMPL from time to time.
- 10.13. If you wish to dispute any amount that VMPL has paid to you, or the content of any Royalties report and/or statement provided to you, you must notify VMPL in writing immediately, and if such dispute cannot be resolved, any legal proceedings which you may wish to bring in relation to such dispute must be commenced within six months after the date upon which the dispute was notified to VMPL. Any such proceedings will be limited to a determination of the amount, if any, payable by VMPL to you for the accounting periods in question, and your sole remedy will be the recovery of such amount, without interest.
- 10.14. VMPL and/or its subcontractors (including without limitation payment processors) are responsible for collecting and remitting any and all taxes imposed on the sale of your Tour to Users. You, the Publisher, are

responsible for any income or other taxes due and payable resulting from payments made to you by VMPL under this Agreement. Accordingly, unless otherwise stated, the amounts due to you hereunder are inclusive of any taxes that may apply to such payments. VMPL may, however, where it is or may be under a legal obligation to do so, deduct or withhold any and all applicable taxes from amounts due by it to you, and the amounts due, as reduced by those deductions or withholdings, will constitute full payment and settlement to you.

- 10.15. VMPL is not obliged to provide, and shall not provide, tax-related documentation to or for the benefit of local tax authorities, beyond VMPL's standard royalty statements.

## **11. REMOVAL OF CONTENT FROM THE PLATFORM**

- 11.1. Notwithstanding anything to the contrary contained or implied in this Agreement or in any other agreement between you and VMPL, VMPL is entitled to remove any Content, including without limitation your Tour published on the Platform, from the Platform at any time without giving any reasons for such removal, and VMPL shall have no liability to you arising out of such removal, whatsoever.
- 11.2. You may not withdraw your Tour from the Platform during the Minimum Term.
- 11.3. You may, at any time after expiry of the Minimum Term, withdraw your Tour from the Platform on 30 (thirty) days' advance notice by sending an e-mail requesting such withdrawal to [publishers@voicemap.me](mailto:publishers@voicemap.me).
- 11.4. Your withdrawal of your Tour shall not affect the rights of Users who purchased the Tour prior to the date of removal from the Platform. Notwithstanding withdrawal of your Tour, VMPL shall continue to store your Tour on its servers indefinitely, so as to allow Users who have purchased same prior to such withdrawal, to download it from time to time.

## **12. REPRESENTATIONS AND WARRANTIES**

- 12.1. Both Parties represent and warrant that they have full authority to enter into this Agreement.
- 12.2. You (the Publisher) further represent and warrant that:
- 12.2.1. you are the sole owner of the copyright in the Content or have, prior to submission of the Content for publication on the Platform, obtained all permissions, consents and authorities necessary to enable

you to grant the license, rights and interests contemplated in this Agreement;

- 12.2.2. neither the Content submitted nor its sale or distribution as contemplated in this Agreement violates or shall violate the rights, title or interests of any third party;
- 12.2.3. you are and will remain freely entitled to grant the Distribution Rights to VMPL on an exclusive basis, as contemplated in clause 5 above;
- 12.2.4. to the best of the Publisher's knowledge and belief, having made diligent efforts to ascertain same, the Content provided is safe for use in the manner in which the Tour is intended to be used (including, but not limited to, directions in respects to physical routes to be taken by Users);
- 12.2.5. the Content is not defamatory, libellous, slanderous, an invasion of privacy;
- 12.2.6. the Content does not contain material or information which is obscene, racist, sexist, constitutes hate-speech, or which is unlawful under the laws or regulations of any jurisdiction;
- 12.2.7. the Content is free of viruses or other computer software that could affect the VMPL systems; and
- 12.2.8. the Content does not divulge or attempt to extract any information to be transmitted to any third parties.

### **13. INDEMNITY**

- 13.1. The Publisher agrees, to the fullest extent permitted by applicable law, to indemnify and hold harmless VMPL, its officers, directors, employees, affiliates, subcontractors, agents and assigns, against any or all losses, damages or third party claims that may arise due to:
  - 13.1.1. non-fulfilment of Publisher's obligations under this Agreement;
  - 13.1.2. breach or alleged breach of any term of this Agreement, including representations and warranties, by Publisher;
  - 13.1.3. any claims by a third party that the marketing, promotion, distribution or sale of any Content violates the intellectual property right or any other right of such third party; and/or
  - 13.1.4. any claim brought by any third party, whether or not a User, in respect of a personal injury or loss of or damage to property, sustained

during the use of the Tour.

- 13.2. VMPL hereby indemnifies and holds the Publisher harmless against any liability or third party claims which are the direct result of gross negligence or wilful default on the part of VMPL, its directors, officers, employees and/or sub-contractors.
- 13.3. To the extent that any claim in respect of which an indemnity is given in terms of this Agreement arises out of a third party action, the indemnifying Party shall have full control and authority over the defence of such action, except that:
  - 13.3.1. any settlement requiring the Party seeking indemnification to admit liability or to pay any money will require that Party's prior written consent, such consent not to be unreasonably withheld or delayed; and
  - 13.3.2. the Party seeking indemnification may join in the defence with its own counsel at its own expense.

#### **14. LIMITED LIABILITY**

- 14.1. You agree that the Platform and related services provided by VMPL are provided on "as is" basis.
- 14.2. VMPL specifically disclaims all warranties, expressed or implied, including but not limited to implied warranties of fitness for a particular purpose and non-infringement, as regards any services, software, content or products provided by or on behalf of VMPL in connection with this Agreement.
- 14.3. VMPL shall have no liability to you arising from system or process failures, interruptions, inaccuracies, errors or latencies.
- 14.4. You acknowledge and agree that VMPL:
  - 14.4.1. cannot ensure that the Content submitted by you shall be free from theft or misuse, or that Users shall abide by all or any of the Platform's Terms of Use. VMPL shall not be liable to you for any such misuse or non-compliance by any person with the Terms of Use, and no representations or warranties are made by VMPL in this respect; and
  - 14.4.2. will have no liability to you arising from a failure of any security system or procedure or from any User's failure to comply with VMPL's Terms of Use.
- 14.5. To the maximum extent permitted by law, VMPL shall not be responsible for any indirect, special, exemplary, punitive, consequential

incidental or subsidiary damages or losses of data, profits or revenues that may arise out of this Agreement.

- 14.6. VMPL's aggregate liability to you under this Agreement shall not exceed an amount equal to the aggregate of all Royalties actually paid to you by VMPL in the 12 (twelve) month period ending on the date upon which the cause of action giving rise to the claim, arose.

## **15. TERM AND TERMINATION**

- 15.1. This Agreement shall commence on the date that you confirm your acceptance of it prior to creating your Tour on the Platform, and shall continue in force until terminated either by VMPL or by you.
- 15.2. VMPL may terminate this Agreement, at any time, on 30 (thirty) days' written notice to you, in which event the Agreement will terminate upon expiry of such period.
- 15.3. You may terminate this Agreement at any time after expiry of the Minimum Term, on 30 (thirty) days' written notice to VMPL, in which event the Agreement will terminate upon expiry of such period.
- 15.4. VMPL may terminate this Agreement with immediate effect if you are or, if in VMPL's absolute discretion, it believes you are, in breach of any term of this Agreement. VMPL will notify you via e-mail should this occur, in which event the Agreement will terminate on the date upon which this notification e-mail is sent by VMPL.
- 15.5. With effect from termination of this Agreement, your Tour shall no longer be displayed or offered for sale on the Platform, but it shall remain capable of download by Users who acquired the right to download same prior to termination, in accordance with clause 11.4 above.
- 15.6. Rights and obligations of the Parties arising prior to termination, shall survive termination.
- 15.7. Clauses 1, 2, 4, 5, 6, 10, 11.4, 12.2, 14, 16 and 17 shall survive the termination of this Agreement.
- 15.8. For the avoidance of doubt, termination of this Agreement shall not:
- 15.8.1. amount to termination of the User Terms and closure of your User Account, unless the User Terms are likewise terminated at the same time; and/or
- 15.8.2. affect any other agreement entered into between you and

VMPL in respect of any other tour/s published on the Platform.

## **16. CONFIDENTIALITY:**

- 16.1. Both Parties agree that during the course of this Agreement, they may exchange certain confidential information. For the purpose of this clause, Confidential Information shall mean any information related to this Agreement whether marked as "confidential" or by nature, form, content or circumstances in which it is disclosed indicates the information to be confidential and is disclosed by one party ("**Disclosing Party**") to the other ("**Receiving Party**").
- 16.2. The Receiving Party shall hold all such information in trust and confidence for the Disclosing Party and shall not use it except for the furtherance of objectives of this Agreement. The Receiving Party shall ensure compliance of confidentiality by its employees, agents or associate.
- 16.3. Confidential Information does not include information that:
  - 16.3.1. is or becomes publicly available without breach of this Agreement;
  - 16.3.2. the Receiving Party can show by documentation to have been known to it at the time it was received from the Disclosing Party;
  - 16.3.3. the Receiving Party receives from a third party who did not acquire or disclose such information by a wrongful act; and/or
  - 16.3.4. the Receiving Party can show by documentation has been independently developed without reference to any such information.
- 16.4. Without limiting the survivability of any other provision of this Agreement, this clause 16 will survive for 3 (three) years following the termination of this Agreement.

## **17. GENERAL**

- 17.1. This Agreement cancels and supersedes all prior negotiations and agreements entered into between you and VMPL relating to the matters set forth herein.
- 17.2. This Agreement is subject to changes and we shall have the sole discretion to make such changes. We shall notify the changes by posting new terms in place of old ones with a revised date indicated at the top of this Agreement. You will be notified by email at the address registered with us of any substantial changes to this Agreement. Using the Publishing account continuously following the posting of changes to these terms will

indicate that you accept them as changed. These changes will be effective from the date they are posted indicated here above.

- 17.3. If any provision of this Agreement is held invalid by a court or other tribunal with jurisdiction over the parties to this Agreement, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.
- 17.4. VMPL and the Publisher are independent contractors *vis a vis* one another.
- 17.5. Each Party will bear its own costs and expenses in performing this Agreement.
- 17.6. The failure of either Party to enforce any provision of this Agreement will not constitute a waiver of the Party's rights to enforce the provision at a later stage.
- 17.7. This Agreement 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 this Agreement, shall, at the election of the VMPL (acting in its sole discretion) be either:
  - 17.7.1. resolved by discussions and consultations between the parties in good faith; or
  - 17.7.2. referred to and finally resolved by arbitration in accordance with the then in force Arbitration Rules of the Singapore International Arbitration Centre; or
  - 17.7.3. submitted to the exclusive jurisdiction of the courts in Singapore; or
  - 17.7.4. any combination of 17.7.1 to 17.7.3 above.
- 17.8. No Party shall be liable for any damages caused due to its inability to perform its obligations in this Agreement, to the extent such inability is a result of circumstances beyond its 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 etc ("**Force Majeure**"). The Party affected by such Force Majeure event shall inform the other Party of such non-performance and the extent it is affected by the event.
- 17.9. Neither Party may assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior

written consent of the other, except that:

- 17.9.1. VMPL may assign any of its rights and obligations under this Agreement without consent; and
- 17.9.2. where the Publisher is an entity rather than a natural person, it may assign all of its rights and obligations under this Agreement to any other entity without consent pursuant to a transfer of all or the majority of its assets, but Publisher must give VMPL written notice of the assignment within ten (10) days following the assignment, failing which the Publisher shall be deemed to be in breach of this Agreement.
- 17.10. Subject to clause 17.9, this Agreement will be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.
- 17.11. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, supersedes any and all prior or contemporaneous agreements between the Parties with respect to its subject matter, and does not confer upon any other person other than the Parties any rights or remedies.
- 17.12. The Publisher consents to the use of electronic means to complete this Agreement and to provide the Publisher with any notices which VMPL issues in relation to this Agreement.
- 17.13. Notices required or permitted hereunder shall be given in writing. Notices given by VMPL to you may be given via e-mail, via a posting on the Platform or via a message through your account. Notices given by you to VMPL shall be sent to the following e-mail: [admin@voicemap.me](mailto:admin@voicemap.me), with a copy to [publishers@voicemap.me](mailto:publishers@voicemap.me) Notices shall be deemed to have been received 48 (forty eight) hours after having been issued in accordance with this clause 17.13.