TERMS AND CONDITIONS FOR PUBLISHING

Last Updated: 27 May 2020

We are pleased to enrol you (a "Publisher") with VoiceMap Pte. Ltd. ("VMPL"). VMPL's publishing programme provides a digital platform for you to create and self-publish your content through our online publishing tools, and submit it to us online for distribution through VMPL's platforms (the "Content"). By publishing and submitting your Content via VMPL's website VoiceMap.me you agree to be bound by these terms and conditions (the "Agreement"). This Agreement must be carefully read and understood as your acceptance to it shall form a part of legal relationship between you the Publisher and VoiceMap Pte. Ltd., ("VMPL") a company incorporated in Singapore.

In this Agreement, both VMPL and Publisher may be individually referred to as 'party' and collectively referred to as 'parties'.

VMPL may also be referred to as 'we', 'our' or 'us'.

Publisher may also be referred to as 'you'.

By submitting Content to VMPL each Publisher expressly agrees to the terms set out in this Agreement.

1. DISTRIBUTION RIGHTS

The Publisher authorises and grants to VMPL, a perpetual, worldwide, irrevocable right and licence to distribute ("Distribution Rights") and/or use its Content in digital format either directly or by a third party through all the digital distribution means available to VMPL.

Other than Content that is published on VMPL's platform "as-is" and without VMPL or its partners performing any editing, Distribution Rights for all other Content will be exclusive to VMPL for a period of three years from the date of original publication of the Content on VMPL's platform(s). For the avoidance of doubt, the Publisher shall not publish the Content for use as an audio tour on any other platform during this period of three years. After the exclusive period, VMPL will have non-exclusive Distribution Rights of the Content.

The Distribution Rights include, but are not limited to, the right to:

(i) index, reproduce or convert formats of the Publisher's content and store it on our servers

(ii) distribute, sell, use, communicate, create copies, excerpts and make digitally available all or any portion of the Publisher content to the end users, through any of VMPL distribution platforms in any territory. Such distribution platform amongst others shall comprise of VMPL website and mobile applications.

(iii) allow end users to access and download, preview, any such Content on their portable device and purchase the same either through our website or mobile applications. In the case of purchased Content, to grant users perpetual right to access and store the Content notwithstanding that this agreement is terminated.

(iv) have the right to advertise and promote the Publisher's Content and for this purpose create excerpts for users to see without charge. This includes promoting or involving the Publisher's Content in any of VMPL's ancillary promotional and marketing activities, or any other form of initiative, programme or campaign. Notwithstanding this Section 1(iv), Publishers may promote their own Content where this does not constitute use as an audio tour.

(v) have a non-exclusive, royalty free right to use any of your Trademarks or

Logos as provided to us, only for the purposes of selling or advertising the Publisher Content.

(vi) store and make available copies of the purchased Content to the end users from our servers even after the termination of this Agreement

(vii) use, modify or adapt the Content for the purpose of exercising our rights under this Agreement

(viii) permit our affiliates or independent contractors to exercise any of the rights granted under this Agreement.

For the purpose of this Agreement, Publishers Content shall mean and include any literary work in whatever form developed or created by the Publisher, including but not limited to any texts, audio, illustrations, images, materials or artwork contained in such work, which has been submitted to us for distribution.

2. **ACCOUNT REGISTRATION AND SECURITY**:

2.1 You must be of a legal majority age to publish with us. In the case of minors, their parent or guardian can register on their behalf. If the account is registered on behalf of a legal entity, the person so registering must have the legal authority to do so and to accept these terms.

2.2 On registration, you must ensure that all information you provide is true, correct, accurate and up to date. The Publisher must ensure that all account details are updated timeously. You are entitled to only one account at a time and agree that you will not make attempts to register multiple accounts with us under false or misleading identities.

2.3 You are responsible for your password. You must protect your account information and ensure that you do not share it with any third party. You are solely responsible for any unauthorised activities as a result of your actions, in your account. You must notify VMPL immediately of any unauthorized use of your accounts or any other security breach related to your accounts.

3. CHANGES

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.

4. SUBMISSION AND REVIEW OF THE CONTENT

4.1 The Publisher must submit all the Content to us in the required digital formats. Any such digital Content submitted shall not be returned to the Publishers.

4.2 VMPL shall have the sole discretion in accepting, accepting with modifications or rejecting any of the Content. We shall also have the right to make additional inquires with respect to inspection and verification of your authority towards the rights granted to us.

4.3 On receipt of the Content, VMPL shall review the same and shall be entitled to make such modifications, corrections or editing of errors as it deems necessary before making it available on its platforms for sale.

4.4 VMPL reserves the right to inspect the work on legality of the Content and is entitled to remove the Content from its platforms at any time without giving any reasons for it.

4.5 VMPL may also, at its sole discretion, enrol the Content in any of its publicity

campaigns, marketing initiatives, or any other programmes. Having been enrolled in such programmes by VMPL, the Publisher may thereafter determine whether to opt his/her Content out of such programmes.

5. CONTENT:

The Publisher alone is responsible for correctness, accuracy, safety, quality or appropriateness of the Content. Both parties agree and acknowledge that no provision in this Agreement is intended to create a legal partnership between them.

6. PRICING

6.1 Publisher shall choose their own price for their Contents from the list of options then currently available. Prices shall be exclusive of any taxes and will be the "List Price" for the sale. The Publisher shall have the right to change the "List Price" through its account. VMPL will endeavor (on a best efforts basis) to reflect any amendments to the List Price elected by the Publisher within three working days from the date of change.

6.2 "List Price" can only be fixed in USD. VMPL shall have the right to sell the Content in any currency and apply appropriate currency conversions and exchange rates to derive at the price in the currency for sale.

7. ROYALTIES, PAYMENTS AND TAXES

7.1 **Royalty:** VMPL shall pay to the Publisher on every sale of its Content a 50% royalty on the "List Price" after deducting all taxes and charges for processing the payment via the iTunes App Store, Google Play, Pay Pal or Braintree as the case may be (a "Royalty"). The charges may vary depending upon the cost of the route or the jurisdiction from which payment is made.

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7.2 **Payment:** VMPL shall pay and disburse all Royalty at the end of each calendar month subject to conditions enumerated under clause 7.3 below.

7.3 **Minimum Threshold:** The Publisher agrees that VMPL shall not pay any Royalty until the total earned balance for disbursement reaches the Minimum Threshold of $US50 after deducting charges for processing payment ("Minimum Threshold"). In case the earned amount for disbursement does not reach the Minimum Threshold in a month, payment will be made at the end of the month in which the unpaid balance accrued has reached the Minimum Threshold.

7.4 **Non-payment of Royalty:** VMPL shall not be liable to make payment of royalty (a) against any sale which: (i) has been made through fraudulent or illegal means or unlawful use of payment methods (ii) has been refunded (iii) is subject to credit charged by the user, for which Royalty is already paid (b) if this Agreement has been terminated due to breach of any of its terms (c) If there are any valid claims by a third party that the Content violates the legal rights of such party (d) for three months after termination of the Agreement, (to ensure no offsets or returns are made against sale for which royalty is payable under this clause) (e) until payment has been received by VMPL from the relevant payment processing agent, or (f) where VMPL reasonably believes that any amount is owed by the Publisher to VMPL under the terms of this Agreement (including but not limited to in accordance with Clause 10.3).

7.5 **Changes to royalty payments**: Notwithstanding any of the above, VMPL shall, in respect of VMPL's publicity campaigns, marketing initiatives, or any similar programmes only, retain sole discretion in determining the royalty amount payable arising from any or all of the Publishers' Content sold to or used by VMPL's Customers. Any changes to such royalty amounts in such events may also be made without any prior notice to the Publisher(s).

8. TERM AND TERMINATION

8.1 **Term:** This Agreement shall commence on the date you confirm your acceptance of its terms and shall continue until terminated by either of the parties.

8.2 **Termination:** Either party may terminate this Agreement by providing three months' written notice advance to the other party of such termination ("Notice Period"). In addition, VMPL can suspend the Publisher account with immediate effect if, in VMPL's absolute discretion, it believes there has been a breach by the Publisher of the terms of this Agreement.

8.3 Effects of Termination:

(i) On termination, i.e. after the expiry of the notice period, VMPL shall cease to display or sell the content and excerpts to the users.

(ii) Sales made prior to termination shall survive this termination. The Publisher agrees to allow VMPL to store purchased content with its servers only to allow users to access or download the same anytime.

(iii) VMPL shall have the authority to withhold any amount of royalty as per clause 7.5 (IV) above.

(iv) Clauses 1, 2, 5, 7, 8, 9, 10, 11, 12.2 shall survive the termination of this Agreement.

9. INTELLECTUAL PROPERTY:

Notwithstanding any provision in this Agreement, nothing in this Agreement shall be deemed to constitute the transfer of intellectual property ownership between the parties.

Publisher confirms that it has full authority and necessary rights to enable VMPL to exercise its rights under this Agreement and has obtained all the relevant consent for the purpose of this contract. Publisher further confirms it does not violate any third party rights by its Contents submitted here.

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.

10. REPRESENTATIONS, WARRANTIES AND INDEMNITY

10.1 Both Parties represent and warrant that they have full authority to enter into this Agreement.

10.2 Publisher further warrants that:

(i) It is the sole owner of the copyright in the Content or has the necessary, permissions, consents and authorities to grant license, rights and interests under this Agreement;

(ii) Neither the Content submitted nor its sale or distribution so authorised, violate any rights, title or interests including but not limited to any intellectual property, contractual rights or common law rights of any third party or is contrary to any existing laws.

(iii) the Content provided is safe for use in all respects (including, but not limited to, directions in respects to routes to be taken by users);

(iv) the Content is not defamatory, libellous, slanderous, an invasion of privacy, or is otherwise unlawful under applicable laws;

(v) the Content does not contain any illegal, obscene, racist, unlawful or illicit materials or information;

(vi) the Content is free of viruses or other computer software that could affect our systems; and

(vii)   the Content does not divulge or attempt to extract any information to be transmitted to any third parties.

10.3 **Indemnity**:

(i) **By Publisher**: Publisher agrees to indemnify and hold harmless, VMPL and its affiliates, group companies, employees, partners, agents, subsidiaries, or consultants against any or all losses, damages or third party claims that may arise due to (i) non-fulfilment of Publisher's obligations under this Agreement (ii) breach of any term of this Agreement by Publisher (iii) any claims by the third party that either advertising, sale or distributions of the Content violate the intellectual property right or any other right of such third party, and (iv) any claim brought by a customer in respect of a personal injury sustained during the use of a Publishers Content

(ii) **By VMPL**: VMPL agrees to indemnify and hold harmless the Publisher from any liability or third party claims which may arise due to breach of terms and conditions of this agreement by VMPL its partners or agents and employees.

(iii) Both parties agree that either party can seek indemnity as stated above, on condition that the party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. To the extent that a claim arises out of a third party action, the indemnifying party shall have full control and authority over the defence, except that: (a) 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 (b) the other party may join in the defence with its own counsel at its own expense.

11. LIMITED LIABILITY

The Publisher agrees that the services provided by VMPL are on "as is" basis. The publisher further acknowledges and agrees that VMPL cannot ensure that the Content submitted in accordance with the terms of this Agreement shall be free from theft or misuse or users shall abide by any terms of usage. VMPL shall not be held responsible for any such misuse or non–compliance of terms of usage of our applications and no representations or warranties are made by VMPL in this respect.

To the 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. VMPL's aggregate liability shall not exceed the amount of Royalty unpaid by VMPL to the Publisher as per this Agreement and terms here.

12. GENERAL

12.1 **Governing Law**:

This Agreement shall be governed by the laws of Singapore. 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:

(i) resolved by discussions and consultations between the parties in good faith; or

(ii) referred to and finally resolved by arbitration in accordance with the then in force Arbitration Rules of the Singapore International Arbitration Centre; or

(iii) submitted to the exclusive jurisdiction of the courts in Singapore; or

(iv) any combination of (a)-(c) above.

12.2 **Confidentiality**:

(i) 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").

(ii) 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.

(iii) Either party shall not issue any press releases or public announcements regarding this Agreement without prior written consent from the other party.

(iv) The obligations of confidentiality shall not apply to the extent any such information is required to be disclosed under any applicable laws.

12.3 **Force Majeure**: 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.. The party affected by such Force Majeure event shall inform the other party of such non-performance and the extent it is affected by these event.

12.4 **Notice**: Notices required or permitted hereunder shall be made in writing through e-mail. Notice to VMPL shall be made at the following e-mail: admin@voicemap.me.

12.5 **Contacts**: For details on our contacts please visit https://voicemap.me/contact.