

# Tineri Terms of Use Agreement

CLIENT Name: **CLIENT NAME**  
Address: address, Country.  
Tel: / Fax:

COMPANY Name: **Tineri PTE Ltd**  
Also referred to: Tineri  
Address: 33 Ubi Avenue 3, #8-13 Vertex, Singapore 408868, Singapore

Welcome to Tineri (“we, us, our”), a mobile travel software development company based in Singapore. We have developed a cloud based mobile itinerary creation solution with a mobile-app front end to enable travel providers to provide their clients with a mobile itinerary and communications solution.

You are a Client (“you, yours”), therefore you will be providing your customers with a mobile itinerary app using the Tineri platform.

By making use of Tineri’s services, you agree to the following terms. Please ensure you read them carefully.

## **WHAT DO YOU NEED TO DO:**

You will send us your company address/contact details, primary user name/email, logo and colour scheme so we can create your back and front end.

## **WHAT DO YOU NEED TO PAY:**

You will pay us a monthly subscription fee to access Tineri, as well as a one-off white labelling fee (Small and Medium packages only).

## **WHAT DO WE DO:**

We provide you with your own dedicated CMS for the creation and management of mobile itineraries and for communicating with your clients via the front end app whilst they are on tour.

We have the right to data mine the information in Tineri in order to provide you and us reports and analysis to improve use of the solution.

## **WHAT DOES TINERI DO:**

The Tineri back end contains your customer itineraries, as well as information on relevant suppliers, hotels, guides, attractions etc.

Tineri enables you to send customer itineraries in the form of an Android and iOS-compatible mobile app; communicate with customers via the app; elicit daily customer feedback; upsell additional services during the tour.

## **EFFECTIVE DATE, TERM AND TERMINATION:**

This Agreement takes effect from the date Tineri signs the agreement. This Agreement shall remain in force for an indefinite period of time and can be terminated by either you or us with a written notice period of one month.

If either you or we breach the terms of this Agreement, the other party shall send Notice of Breach and the offending party has 30 days to fix. If the breach is not fixed or is unfixable, the Agreement will be terminated immediately. All fees due by you must be paid up by termination date. We will return or destroy off Tineri all your data upon termination.

**CONFIDENTIALITY, DATA PRIVACY AND SECURITY:**

Both you and us will take all necessary steps to keep required information confidential and secure and only use such information (including customer personal booking data) for the purposes of this Agreement, including after Termination.

**INTELLECTUAL PROPERTY RIGHTS:**

All licenses, rights and interest in Tineri belongs to us. This Agreement and the use of Tineri does not change these rights in any way.

**WARRANTIES AND DISCLAIMERS:**

We provide Tineri "as is" using a professional, technological and commercially determined level of skill and care to the best of our means and resources and do not make any warranties or specific promises about our service or its performance. We do NOT represent you or your customers, nor do we promise any sales on Tineri.

**LIABILITY:**

Both you and us shall without limitation be liable for damages caused by injury, or death caused by negligence, fraud or breach of obligations for Confidentiality, Data Privacy, Security or Intellectual Property contained in this Agreement.

**INDEMNIFICATION:**

You will indemnify and hold harmless us, Tineri, our affiliates, officers, agents, and employees from any claim, suit or action arising from or related to the use of Tineri or violation of these terms without limitation.

**GENERAL:**

These Agreement terms and the solution may need to be modified in the future to adjust to changes in the service offered, to adhere to applicable legislation or to reflect economic necessities. When we change terms or prices, we will notify you by email and you have 30 days to respond. Continuation of use after 30 days will constitute agreement to the new terms.

This Agreement constitutes the entire agreement between you and us regarding this subject matter. All amendments or additions to the Agreement must be made in writing.

If any part of these terms shall be deemed invalid or unenforceable that part shall be replaced by a valid, enforceable term that comes closest to the intended meaning and leave the remainder of these terms unaffected.

These terms are subject and governed by the substantial laws of Singapore. Any dispute on this Agreement, will be referred to and finally resolved by arbitration under the Arbitration Rules and substantive law of the Courts of Singapore, which shall have exclusive jurisdiction in such dispute with all proceedings in English.

**EXECUTED as an AGREEMENT on this the \_\_\_\_\_ day of \_\_\_\_\_ 2016:**

SIGNED for **CLIENT**

\_\_\_\_\_ *Signature of authorized person*

\_\_\_\_\_ *Name of authorized person (print)*

\_\_\_\_\_ *Title of authorized person (print)*

\_\_\_\_\_ Date

SIGNED for **COMPANY (Tineri PTE Ltd)**

\_\_\_\_\_ *Signature of authorized person*

\_\_\_\_\_ *Name of authorized person (print)*

\_\_\_\_\_ *Title of authorized person (print)*

\_\_\_\_\_ Date