

Terms of Use

Welcome to Tripster!

These Terms of Use (or "Terms") govern your use of Tripster Inc. ("Tripster"), except where we expressly state that separate terms (and not these) apply and provide information about the Tripster Service (the "Service"), outlined below. When you create a Tripster account or use Tripster, you agree to these Terms.

These Terms of Use constitute an agreement between you and Tripster Inc.

The Tripster Service

We agree to provide you with the Tripster Service. The Service includes all the Tripster features, applications, services, technologies and software that we provide to advance Tripster's mission: To bring you an application that helps you travel better and explore and discover different cultures all around the world. The Service is made up of the following aspects:

- **Offering personalised opportunities to create, connect, communicate, discover and share travel stories.**
People are different. Tripster is a Networking application where travelers can share their travel journeys, travel experiences, travel stories & travel memories they have during their trips. Tripster is a one-of-a-kind Travel Social Network to explore the countries, cities & places all over the world. Tripster helps the user to plan their travel journeys and share their experience. Therefore, we build systems that try to understand who and what you and others like, and use that information to help you create, find, join and share in experiences that matter to you. Part of that is highlighting content, features, offers and accounts that you might be interested in, and offering ways for you to experience Tripster, based on things that you and others do on and off Tripster.
- **Fostering a positive, inclusive and safe environment.**
We develop and use tools and offer resources to our community members that help to make their experiences positive and inclusive, including when we think they might need help. We also have teams and systems that work to combat abuse and breaches of our Terms and Policies, as well as harmful and deceptive behaviour. We use all the information we have – including your information – to try to keep our platform secure. We may also share information about misuse or harmful content with law enforcement.
- **Developing and using technologies that help us consistently serve our growing community.**
Organising and analysing information for our growing community is central to our Service. A big part of our Service is creating and using cutting-edge technologies that help us personalise, protect and improve our Service on an incredibly large scale for a broad global community. Technologies such as

artificial intelligence and machine learning give us the power to apply complex processes across our Service. Automated technologies also help us to ensure the functionality and integrity of our Service.

- **Ensuring access to our Service.**
To operate our global Service, we must store and transfer data across our systems around the world, including outside of your country of residence. The use of this global infrastructure is necessary and essential to provide our Service. This infrastructure may be owned or operated by Tripster Inc. or its affiliates.
- **Connecting you with bloggers, products and services in ways you care about.**
We use data from Tripster, as well as from third-party partners, to show you ads, offers and other sponsored content that we believe will be meaningful to you. And we try to make that content as relevant as all your other experiences on Tripster.
- **Research and innovation**
We use the information we have to study our Service and collaborate with others on research to make our Service better and contribute to the well-being of our community.

How our Service is funded

Instead of paying to use Tripster, by using the Service covered by these Terms, you acknowledge that we can show you ads that businesses and organisations pay us to promote on and off. We use your personal data, such as information about your activity and interests, to show you ads that are more relevant to you.

We show you relevant and useful ads without telling advertisers who you are. We don't sell your personal data. We allow advertisers to tell us things such as their business goal and the kind of audience they want to see their ads. We then show their ad to people who might be interested.

We also provide advertisers with reports about the performance of their ads to help them understand how people are interacting with their content on and off Tripster.

You may see branded content on Tripster posted by account holders who promote products or services based on a commercial relationship with the business partner mentioned in their content.

The Data Policy

Providing our Service requires collecting and using your information. The Data Policy explains how we collect, use and share information across Tripster. It also explains the many ways in which you can control your information. The data is shared between people using the application. You must agree to the Data Policy to use Tripster.

Your commitments

In return for our commitment to provide the Service, we require you to make the below commitments to us.

Who can use Tripster. We want our Service to be as open and inclusive as possible, but we also want it to be safe, secure and in accordance with the law. So, we need you to commit to a few restrictions in order to be part of the Tripster community.

- You must be at least 13 years old or the minimum legal age in your country to use Tripster.
- You must not be prohibited from receiving any aspect of our Service under applicable laws
- We must not have previously disabled your account for violation of law or any of our policies.
- You must not be a convicted sex offender.

How you can't use Tripster. Providing a safe and open Service for a broad community requires that we all do our part.

- **You can't impersonate others or provide inaccurate information.** You don't have to disclose your identity on Tripster, but you must provide us with accurate and up-to-date information (including registration information), which may include providing personal data. Also, you may not impersonate someone or something you aren't, and you can't create an account for someone else unless you have their express permission.
- **You can't do anything unlawful, misleading or fraudulent or for an illegal or unauthorised purpose.**
- **You can't violate (or help or encourage others to violate) these Terms or our policies.**
- **You can't do anything to interfere with or impair the intended operation of the Service.** This includes misusing any reporting, dispute or appeals channel, such as by making fraudulent or groundless reports or appeals.
- **You can't attempt to create accounts or access or collect information in unauthorised ways.** This includes creating accounts or collecting information in an automated way without our express permission.
- **You can't sell, licence or purchase any account or data obtained from us or our Service.** This includes attempts to buy, sell or transfer any aspect of your account (including your username); solicit, collect or

use login credentials or badges of other users; or request or collect Tripster usernames, passwords or inappropriate access tokens.

- **You can't post someone else's private or confidential information without permission or do anything that violates someone else's rights, including intellectual property rights (e.g. copyright infringement, trademark infringement, counterfeit or pirated goods).** You may use someone else's works under exceptions or limitations to copyright and related rights under applicable law. You represent that you own or have obtained all necessary rights to the content you post or share.
- **You can't modify, translate, create derivative works of or reverse engineer our products or their components.**
- **You can't use a domain name or URL in your username without our prior written consent.**

Permissions you give to us. As part of our agreement, you also give us the permissions that we need to provide the Service.

- **We do not claim ownership of your content, but you grant us a licence to use it.** Nothing is changing about your rights in your content. We do not claim ownership of your content that you post on or through the Service and you are free to share your content with anyone else, wherever you choose. However, we need certain legal permissions from you (known as a "licence") to provide the Service. When you share, post or upload content that is covered by intellectual property rights (such as photos or videos) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide licence to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your content (consistent with your privacy and application settings). This licence will end when your content is deleted from our systems. You can delete content individually or all at once by deleting your account.
- **Permission to use your username, profile picture and information about your relationships and actions with accounts, ads and sponsored content.** You give us permission to show your username, profile picture and information about your actions (such as likes) or relationships (such as follows) next to or in connection with accounts, ads, offers that you follow or engage with that are displayed on Tripster, without any compensation to you. As with actions on other content and follows of other accounts, actions on sponsored content and follows of sponsored accounts can be seen only by people who have permission to see that content or follow. We will also respect your ad settings.

- **You agree that we can download and install updates to the Service on your device.**
- **You also allow us to access your calendar, contacts, send and view SMSs, access your camera for photography and videography, access your photo gallery on the device the app is used, device location, etc. These settings can be reversed by using the settings on the device the app is used on.**

Additional rights we retain

- If you select a username or similar identifier for your account, we may change it if we believe it is appropriate or necessary (for example, if it infringes someone's intellectual property or impersonates another user).
- If you use content covered by intellectual property rights that we have and make available in our Service (for example, images, designs, videos, or sounds we provide that you add to content you create or share), we retain all rights to our content (but not yours).
- You must obtain written permission from us or under an open-source licence to modify, create derivative works of, decompile or otherwise attempt to extract source code from us.

Content removal and disabling or terminating your account

- We can remove any content or information that you share on the Service if we believe that it violates these Terms of Use, our policies or if we are permitted or required to do so by law. We can refuse to provide or stop providing all or part of the Service to you immediately to protect our community or services, or if you create risk or legal exposure for us, violate these Terms of Use or our policies, if you repeatedly infringe other people's intellectual property rights, or where we are permitted or required to do so by law. We can also terminate or change the Service, remove or block content or information shared on our Service, or stop providing all or part of the Service if we determine that doing so is reasonably necessary to avoid or mitigate adverse legal or regulatory impacts on us. If you believe that your account has been terminated in error, or you want to disable or permanently delete your account, contact us at tripsterapp.info@gmail.com. When you request to delete content or your account, the deletion process will automatically begin no more than 30 days after your request. It may take up to 90 days to delete content after the deletion process begins. While the deletion process for such content is being undertaken, the content is no longer visible to other users, but

remains subject to these Terms of Use and our Data Policy. After the content is deleted, it may take us up to another 90 days to remove it from backups and disaster recovery systems.

- Content will not be deleted within ___ days of the account deletion or content deletion process beginning in the following situations:
 - where your content has been used by others in accordance with this licence and they have not deleted it (in which case this licence will continue to apply until that content is deleted); or
 - where deletion within ___ days is not possible due to technical limitations of our systems, in which case, we will complete the deletion as soon as technically feasible; or
 - where deletion would restrict our ability to:
 - investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our products or systems);
 - protect the safety and security of our products, systems and users;
 - comply with a legal obligation, such as the preservation of evidence; or
 - comply with a request of judicial or administrative authority, law enforcement or a government agency;
 - in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).
- If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but this section and the section below called "Our Agreement and What Happens if We Disagree" will still apply even after your account is terminated, disabled or deleted.

Our agreement and what happens if we disagree

Our agreement.

- If any aspect of this agreement is unenforceable, the rest will remain in effect.
- Any amendment or waiver to our agreement must be in writing and signed by us. If we fail to enforce any aspect of this agreement, it will not be a waiver.
- We reserve all rights not expressly granted to you.

Who has rights under this agreement.

- This agreement does not give rights to any third parties.
- You cannot transfer your rights or obligations under this agreement without our consent.
- Our rights and obligations can be assigned to others. For example, this could occur if our ownership changes (as in a merger, acquisition or sale of assets) or by law.

Who is responsible if something happens.

- Our Service is provided "as is", and we can't guarantee that it will be safe and secure or will work perfectly all the time. TO THE EXTENT PERMITTED BY LAW, WE ALSO DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- We also don't control what people and others do or say, and we aren't responsible for their (or your) actions or conduct (whether online or offline) or content (including unlawful or objectionable content). We also aren't responsible for services and features offered by other people or companies, even if you access them through our Service.
- Our responsibility for anything that happens on the Service (also called "liability") is limited as much as the law will allow. If there is an issue with our Service, we can't know what all the possible impacts might be. You agree that we won't be responsible ("liable") for any lost profits, revenues, information or data, or consequential, special, indirect, exemplary, punitive or incidental damages arising out of or related to these Terms, even if we know that they are possible. This includes when we delete your content, information or account.

How we will handle disputes.

If you are a consumer, the laws of the country in which you reside will apply to any claim, cause of action or dispute that you have against us that arises out of or relates to these Terms ("claim"), and you may resolve your claim in any competent court in that country that has jurisdiction over the claim. Without prejudice to the foregoing, you agree that, in its sole discretion, Tripster Inc. may also bring any claim that we have against you related to efforts to abuse, interfere or engage with our products in unauthorised ways in the country in which you reside that has jurisdiction over the claim.

Unsolicited material.

We always appreciate feedback or other suggestions, but may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.

Updating these Terms

We may change our Services and Policies, and we may need to make changes to these Terms so that they accurately reflect our Services and Policies. Unless otherwise required by law, we will notify you (for example, through our Service) before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account.

Revised: _____

About Intellectual Property

Tripster is committed to helping people and organisations protect their intellectual property rights. The Tripster Terms of Use do not allow posting content that violates someone else's intellectual property rights, including copyright and trademark.

Copyright

Copyright is a legal right that seeks to protect original works of authorship (e.g. books, music, film, art).

Generally, copyright protects original expressions such as words or images. It does not protect facts and ideas, although it may protect the original words or images used to describe an idea. Copyright also doesn't protect things such as names, titles and slogans; however, another legal right called a trademark might protect those.

Trademark

A trademark is a word, slogan, symbol or design (e.g. brand name, logo) that distinguishes the products or services offered by one person, group or company from another. Generally, trademark law seeks to prevent confusion among consumers about who provides or is affiliated with a product or service.