



Tourist Guide Tour Listings Agreement

1. Introduction and acceptance

- 1.1 ClickMyGuide® (“we”, “us”, the “Platform”) operates an online directory that lists tour itineraries offered by licensed guides and agencies and connects them with travellers. We are a listing and discovery platform only.
- 1.2 By registering, ticking the acceptance box, or listing a tour, you, the subscriber to this service, confirm that you have read, understood and agree to be bound by these Terms, our Privacy Policy and any plan-specific terms.
- 1.3 If you do not agree, you must not register or use the Platform.

2. Definitions

- 2.1 “Listing” means a tour itinerary and associated content you publish on the Platform. “Content” means all text, photographs, video, logos and other materials you submit. “Traveller” means an end user who browses Listings. “STB” means the Singapore Tourism Board. “PDPA” means the Personal Data Protection Act 2012 of Singapore.

3. Eligibility and licensing

- 3.1 You must be at least 21 years old and legally able to enter into a binding contract.
- 3.2 You must hold, and maintain in good standing, all licences required to provide guiding services in the country that you reside in, not limiting to Singapore, including a valid STB Tourist Guide licence and/or any tour guiding licence in the host country as applicable.
- 3.3 You authorise us to verify your licence details against the public directory and other sources. You must notify us immediately if your licence lapses, is suspended or revoked. We shall remove any Listing that is not, or ceases to be, covered by a valid licence.

4. Account registration and security

- 4.1 You must provide accurate, current and complete information when registering and keep it updated. You are responsible for all activity under your account and for keeping your login credentials secure.
- 4.2 One account may be created per business unless we agree otherwise. You must notify us promptly of any unauthorised use of your account.

5. Subscriber obligations

- 5.1 You are solely responsible for the tours you offer, including their planning, safety, pricing, conduct and delivery, and for complying with all applicable laws, local tourist boards requirements, and health and safety obligations.

- 5.2 You must ensure your Listings are accurate and not misleading, and that prices, inclusions and cancellation terms are honoured.

6. Listings, content and use of photographs

- 6.1 You retain ownership of the Content you submit. You represent and warrant that you own or have all necessary rights, licences and consents to submit and publish that Content, including any photographs and video, and that it does not infringe the rights (including intellectual property, privacy or image rights) of any third party.
- 6.2 Where your Content includes images of identifiable individuals (for example, travellers or staff), you confirm you have obtained their consent to use and publish those images.
- 6.3 You grant ClickMyGuide® a non-exclusive, worldwide, royalty-free licence to host, store, reproduce, resize, adapt, publish, display and distribute your Content for the purposes of operating, promoting and marketing the Platform and your Listings (including on the website, social media and promotional materials such as posters). This licence continues for Content that remains published and for a reasonable period afterwards for cached or archived copies.
- 6.4 You must not upload Content that is unlawful, misleading, defamatory, obscene, infringing, or that contains malware. We may review, moderate, edit, refuse or remove any Content at our discretion, including to comply with the law or these Terms.

7. Subscription plans and fees

- 7.1 We, at times, may offer free listings tier and one or more paid plans and paid features (which may include featured placement, tour video, guide photograph, additional photographs and tags, and platform-facilitated payment). The current plans, features, prices and limits are set out on the Platform and may be updated from time to time.
- 7.2 Paid plans and features are billed in advance for the stated period and, unless stated otherwise, renew automatically until cancelled. Prices are in Singapore Dollars and [inclusive/exclusive] of GST [to be confirmed].

8. Bookings, payment and no commission

- 8.1 Unless you select a platform-facilitated payment feature, Travellers contact and pay you directly. We are not a party to any contract between you and a Traveller, we do not process those payments, and we take no commission on bookings.
- 8.2 Where you enable platform-facilitated payment, separate payment terms apply, including our and our payment provider's handling of funds, payout timing and applicable transaction fees. You remain responsible for delivering the tour and for tax on your earnings.

9. Cancellations and refunds to travellers

- 9.1 Your cancellation and refund terms with Travellers are a matter between you and the Traveller. You must publish clear cancellation terms and honour them. We are not responsible for issuing refunds to Travellers.

10. Prohibited conduct

- 10.1 You must not: (a) list tours you are not licensed or able to deliver; (b) post false, misleading or fraudulent information; (c) create fake reviews or manipulate ratings; (d) harass or discriminate against any person; (e) circumvent our fees; or (f) use the Platform for any unlawful purpose. You must comply with all child-safety and vulnerable-person protection obligations.

11. Reviews and ratings

- 11.1 Travellers may submit reviews and ratings of their experience. You must not offer incentives for, write, or solicit false reviews. We may moderate, display or remove reviews in accordance with our policies.

12. Intellectual property

- 12.1 The Platform, including its name, logo, design and software, is owned by or licensed to ClickMyGuide and is protected by intellectual-property laws. Except for the licence you grant us over your Content, nothing in these Terms transfers any intellectual-property rights.

13. Personal data protection (PDPA)

- 13.1 We collect, use and disclose personal data in accordance with the PDPA and our Privacy Policy. By registering, you consent to our collection, use and disclosure of your personal data for the purposes set out below.

We may collect and use the following, among other data, not limiting to:

- Identity and contact data (name, business name, date of birth, address, email, mobile/WhatsApp number);
- Licensing and verification data (STB licence number, ACRA UEN);
- Profile and listing data (bio, languages, photographs, video);
- Usage data (how Travellers view and contact your Listings).

- 13.2 We use this data to operate and improve the Platform, verify eligibility, publish and promote your Listings, communicate with you, process payments where applicable, and comply with the law. We may disclose data to service providers (such as hosting and payment providers) and to authorities where required.

- 13.3 We retain personal data only as long as necessary for these purposes or as required by law. You may withdraw consent, or request access to or correction of your personal data, by contacting our Data Protection Officer at [dpo@ClickMyGuide.sg]. Withdrawing certain consents may mean we can no longer provide the service.

- 13.4 You must also comply with the PDPA in respect of any personal data of Travellers you obtain through the Platform, and use it only to fulfil the relevant booking.

14. Disclaimers and limitation of liability

- 14.1 The Platform is provided on an “as is” and “as available” basis. To the maximum extent permitted by law, we exclude all warranties, express or implied, including as to availability, accuracy, or fitness for a particular purpose.
- 14.2 We are a listing platform only. We are not the organiser or provider of any tour, are not a party to any arrangement between you and a Traveller, and are not responsible for the conduct, acts or omissions of Subscribers or Travellers, or for any injury, loss or damage arising from a tour.
- 14.3 To the maximum extent permitted by law, we will not be liable for any indirect, incidental, special or consequential loss, or loss of profit, revenue, goodwill or data. Our total aggregate liability to you arising out of or in connection with these Terms is limited to the total fees you paid to us in the [twelve (12) months] preceding the event giving rise to the claim. [Confirm cap with counsel.]
- 14.4 Nothing in these Terms excludes or limits liability that cannot be excluded or limited under Singapore law.

15. Indemnity

- 15.1 You agree to indemnify and hold harmless ClickMyGuide and its officers and employees against all claims, losses, liabilities and expenses (including reasonable legal costs) arising from your Listings or Content, your tours, your breach of these Terms, or your breach of any law or third-party right.

16. Suspension and termination

- 16.1 We may suspend or terminate your account or any Listing, with or without notice, if you breach these Terms, if your licence lapses, if we receive credible complaints, or to comply with the law. You may close your account at any time. Fees already paid are non-refundable except as required by law.

17. Changes to these terms

- 17.1 We may update these Terms from time to time. We will post the updated Terms and, where the changes are material, take reasonable steps to notify you. Continued use after the changes take effect constitutes acceptance.

18. Governing law and jurisdiction

- 18.1 These Terms are governed by the laws of Singapore. The parties submit to the exclusive jurisdiction of the courts of Singapore, subject to any agreed dispute-resolution process. [Confirm dispute-resolution mechanism with counsel.]

19. General

- 19.1 If any provision is found unenforceable, the remaining provisions continue in force. You may not assign your rights without our consent; we may assign ours. These Terms, the Privacy Policy and any plan terms form the entire agreement between us. Notices may be sent to the contact details on your account.

20. Reservation of Rights

20.1 ClickMyGuide reserves the right, at its sole discretion, to amend, modify, update, supplement, or remove any provision of these Terms and Conditions at any time without prior notice.

20.2 Your continued subscription to, access to, or use of ClickMyGuide's services following the publication or implementation of any such changes constitutes your express and/or implied acceptance of, and agreement to be legally bound by, the revised Terms and Conditions.