	Kinosk Pte. Ltd. Registration No.: 201934196K 2 SIMS DRIVE #14-02 SIMS URBAN OASIS 387386, SINGAPORE	
<ul style="list-style-type: none"> MARKETPLACE 	<ul style="list-style-type: none"> ORDER MANAGEMENT 	<ul style="list-style-type: none"> INSURANCE

TERMS OF SERVICE

1. Acceptance of Terms

- a. Kinosk Pte. Ltd. (hereinafter - Company), provides its Service (as defined below) to you through its web site located at <https://www.kinosk.com> and its third level domains and subdomains (the "Site"), subject to this Terms of Service agreement ("TOS"). By accepting this TOS or by accessing or using the Service or Site, you acknowledge that you have read, understood, and agree to be bound by this TOS. If you are entering into this TOS on behalf of a company, business, or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this TOS, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with this TOS, you must not accept this TOS and may not use the Service.
- b. Company may change this TOS from time to time without providing prior notice by posting a new edition of the TOS on the Site. The revised terms and conditions will become effective on the date of publication, and if you use the Service after that date, your use will constitute acceptance of the revised terms and conditions. If any change to this TOS is not acceptable to you, your only remedy is to stop using the Services.

2. Description of Service


The "Service" includes Company's software (Order management system) for managing services of providing commercial vehicles, equipment & machinery for short- and long-term lease, and the "Marketplace" which is a platform that unifies supply and demand on the commercial vehicles, equipment & machinery rental market and managements by the Company in accordance with the algorithms used by Company for indexing and retrieval of information.

3. Additional Terms

The Service is designed to connect equipment owners ("Owners") with third party persons who intend to lease equipment ("Clients") and may be subject to additional terms, including payment terms. If you are a Owner or a Client you are required to agree to the present Terms of service, available at KINOSK / PRIVACY & TERMS (<https://kinosk.com/>) prior to starting using the Service. You are required to agree to our Privacy Policy available at KINOSK / PRIVACY & TERMS <https://kinosk.com/> prior to start using the Service. Acceptance shall be affected by registration of the Owner or the Client on the website by filling in the registration form and clicking the button "sign in".

4. General Conditions/ Access and Use of the Service

- a. Subject to the terms and conditions of this TOS, you may access and use the Service only for lawful purposes. All rights, title and interest in and to the Service and its components will remain with and belong exclusively to the Company. You shall not (a) sublicense, resell, rent, lease, transfer, assign, time share or otherwise commercially exploit or make the Service available to any third party; (b) use the Service in any unlawful manner (including without limitation in violation of any data, privacy or export control laws) or in any manner that interferes with or disrupts the integrity or performance of the Service or its components, or (c) modify, adapt or hack the Service to, or otherwise attempt to gain unauthorized access to the Service or its related systems or networks. You shall comply with any codes of conduct, policies or other notices Company provides you or publishes in connection with the Service, and you shall promptly notify Company if you learn of a security breach related to the Service.
- b. Any software that may be made available by Company in connection with the Service ("Software") contains proprietary and confidential information that is protected by applicable intellectual property and other laws. Subject to the terms and conditions of this TOS, Company hereby grants you a non-transferable, non-sublicensable and non-exclusive right and license to use the object code of any Software on a single device solely in connection with the Service, provided that you shall not (and shall not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code or sell, assign, sublicense or otherwise transfer any right in any Software. You agree not to access the Service by any means other than through the interface that is provided by the Company for use in accessing the Service. Any rights not expressly granted herein are reserved and no license or right to use any trademark of Company or any third party is granted to you in connection with the Service.
- c. You are solely responsible for all data, information, feedback, suggestions, text, content, and other materials that you upload, post, deliver, provide or otherwise transmit or store (hereafter "post(ing)") in connection with or relating to the Service ("Your Content"). You agree to cooperate with and provide reasonable assistance to the Company in promoting and advertising the Services.

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- d. You are responsible for maintaining the confidentiality of your login, password, and account and for all activities that occur under your login or account. Company reserves the right to access your account in order to respond to your requests for technical support. By posting Your Content on or through the Service, you hereby do and shall grant Company a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sublicensable and transferable license to use, modify, reproduce, distribute, display, publish and perform Your Content solely to provide the Services. Company has the right, but not the obligation, to monitor the Service, Content, or Your Content. You further agree that Company may remove or disable any Content at any time for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content), or for no reason at all.
- e. You understand that the operation of the Service, including Your Content, may be unencrypted and involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to Company's third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Service. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection, and backup of Your Content. Company will have no liability to you for any unauthorized access or use of any of Your Content, or any corruption, deletion, destruction, or loss of any of Your Content.
- f. You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance, and local telephone service (collectively, "Equipment"). You shall be responsible for ensuring that such Equipment is compatible with the Services (and, to the extent applicable, the Software) and complies with all configurations and specifications set forth in Company's published policies then in effect. You shall also be responsible for maintaining the security of the Equipment, your Account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of your Account or the Equipment with or without your knowledge or consent.
- g. The failure of Company to exercise or enforce any right or provision of this TOS shall not be a waiver of that right. You acknowledge that this TOS is a contract between you and Company, even though it is electronic and is not physically signed by you and Company, and it governs your use of the Service.
- h. Subject to the terms hereof, Company may (but has no obligation to) provide technical support services, through email in accordance with our standard practice.

5. Cost of service

The rates for Owners are indicated here – KINOSK / RENTAL MANAGEMENT SYSTEM (<https://kinosk.com/>) and may change time to time. The Company may provide discounts according to the internal politics of the Company. The rates for Clients are set by the Owners in relation to a specific equipment rental transaction. Payments can be made via bank transfer or e-payment.

6. Representations and Warranties


You represent and warrant to Company that (i) you have full power and authority to enter into this TOS; (ii) you own all Your Content or have obtained all permissions, releases, rights or licenses required to engage in your posting and other activities (and allow Company to perform its obligations) in connection with the Services without obtaining any further releases or consents; (iii) Your Content and other activities in connection with the Service, and Company's exercise of all rights and license granted by you herein, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does Your Content contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing; and (iv) you are eighteen (18) years of age or older.

7. Termination

Company reserves the right, in its sole discretion, to restrict, suspend, or terminate this Agreement and your access to all or any part of the Site or the Content at any time and for any reason without prior notice or liability. Company reserves the right to change, suspend, or discontinue all or any part of the Site at any time without prior notice or liability. However, all accrued rights to payment and the terms of Section 4-12 shall survive termination of this TOS.

8. Disclaimer of Warranties

The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond our reasonable control. HOWEVER, THE SERVICE, INCLUDING THE SITE AND CONTENT, AND ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE

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IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM COMPANY OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TOS.

9. Limitation of Liability

a) UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL COMPANY BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) FOR ANY DIRECT DAMAGES, COSTS, LOSSES OR LIABILITIES IN EXCESS OF ONE (1) EURO. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS TOS.

10. Indemnification

You shall defend, indemnify, and hold harmless Company from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of this TOS, any of Your Content, or your other access, contribution to use or misuse of the Service. Company shall provide notice to you of any such claim, suit, or demand. Company reserves the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting Company's defense of such matter.

11. Assignment

You may not assign this TOS without the prior written consent of Company, but Company may assign or transfer this TOS, in whole or in part, without restriction.

12. Miscellaneous

If any provision of this TOS is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this TOS will otherwise remain in full force and effect and enforceable. Both parties agree that this TOS and any Additional Terms as applicable, are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this TOS, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this TOS, and you do not have any authority of any kind to bind the Company in any respect whatsoever. In any action or proceeding to enforce rights under this TOS, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this TOS will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

13. Governing Law

This TOS shall be governed by the laws of the Republic of Singapore without regard to the principles of conflicts of law. Unless otherwise elected by Company in a particular instance, you hereby expressly agree to submit to the exclusive personal jurisdiction of the {indicate the court which is eligible for trials - name, address}.

14. Privacy

Company's collection and use of personal information and other data is subject to Company's Privacy Policy at KINOSK / PRIVACY & TERMS (www.kinosk.com/).