

TERMS OF USE

Last Updated: November 2025

1. ACCEPTANCE OF TERMS

By accessing and using the Locat8 application and website (collectively, the "Service"), you agree to be bound by these Terms of Use. If you do not agree to these terms, you must not use the Service. Locat8 reserves the right to modify these Terms of Use at any time. Continued use of the Service following changes constitutes your acceptance of the updated Terms of Use.

2. ELIGIBILITY

You must be at least 13 years old to use the Service. By using the Service, you represent and warrant that you meet this requirement. If you do not meet this requirement, you are not permitted to use the Service.

3. ACCOUNT REGISTRATION AND SECURITY

To access certain features of the Service, you may be required to create an account. You agree to:

- Provide accurate, current, and complete information during registration
- Maintain the confidentiality of your account credentials
- Accept responsibility for all activities conducted under your account
- Notify Locat8 immediately of any unauthorized access or breach of security

Locat8 is not responsible for any loss, damage, or unauthorized access resulting from your failure to maintain account security.

4. USE LICENSE AND RESTRICTIONS

Locat8 grants you a limited, non-exclusive, non-transferable, revocable license to use the Service for personal, non-commercial purposes. You agree not to:

- Modify, reverse engineer, decompile, or disassemble the Service
- Remove or alter any proprietary notices, labels, or marks
- Use the Service for any illegal or unauthorized purpose
- Access or use the Service through any automated means (bots, scrapers, etc.) without explicit permission
- Reproduce, distribute, or transmit any content without authorization

5. USER-GENERATED CONTENT

5.1 Ownership and License

All lists, notes, reviews, and other content created by users on the Locat8 platform ("User Content") are owned by Locat8. Users grant Locat8 a worldwide, royalty-free, perpetual, irrevocable license to use, reproduce, modify, and distribute User Content for any purpose, including commercial purposes, without compensation or notice to the user.

5.2 List Management and Permissions

- **List Owners:** Users who create collaborative lists may add, edit, and delete items within their lists
- **List Participants:** Users invited to collaborative lists may add and delete any items in the list
- **Public Lists:** When a list is made public, the list owner retains exclusive management rights (add, edit, delete). Other users have view-only access and cannot modify the list content
- **Private Lists:** Lists set to private are only accessible to the list owner and invited participants with appropriate permissions

5.3 Content Visibility

By default, lists, notes, and reviews will remain public unless explicitly set to private by the user. Users acknowledge that public content may be viewed, shared, and accessed by other users and the general public.

6. PROHIBITED CONDUCT

You agree not to:

- Engage in harassment, hate speech, or discrimination
- Post, upload, or transmit illegal content or content that promotes illegal activities
- Submit spam, advertisements, or unsolicited promotional material
- Infringe upon intellectual property rights, including copyrighted content
- Post false, misleading, or deceptive information
- Attempt to gain unauthorized access to the Service or other users' accounts
- Interfere with the proper operation of the Service

Locat8 reserves the right, in its sole discretion, to remove any content and terminate user accounts in violation of these provisions.

7. SUSPENSION AND TERMINATION

7.1 Account Suspension

Locat8 reserves the right to suspend or terminate your account immediately and without notice for:

- Violation of these Terms of Use
- Posting false, misleading, or deceptive information
- Engaging in any prohibited conduct
- Non-compliance with applicable laws or regulations

7.2 No Refunds

Upon suspension or termination of your account for any reason, including for posting false or misleading information, Locat8 reserves the right not to issue any refund of subscription fees or other payments. Locat8 has final discretion over all suspension and termination decisions.

7.3 Effect of Termination

Upon termination of your account, your right to use the Service immediately ceases, and your User Content will be retained by Locat8. All provisions of these Terms of Use that by their nature should survive termination shall survive.

8. THIRD-PARTY CONTENT AND DATA

The Service may incorporate third-party data, including business information from various data sources such as Google Places API and other paid data providers. Locat8 does not guarantee the accuracy, completeness, or timeliness of this third-party information. While we endeavor to provide accurate information, third-party data sources may contain inaccuracies or outdated information beyond our control.

9. LIMITATION OF LIABILITY

9.1 Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. LOCAT8 MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

9.2 No Liability for Third-Party Information

Locat8 shall not be liable for any inaccuracies, errors, omissions, or delays in third-party information, including business locations, hours of operation, pricing, or other details obtained from data sources. Users are solely responsible for verifying information before visiting any location.

9.3 User Safety

Users acknowledge that they assume full responsibility for their personal safety when visiting any location discovered through the Service. Locat8 is not responsible for any injuries, damages, loss of property, or adverse experiences resulting from visits to locations or interactions with businesses listed on the Service.

9.4 Limitation of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, LOCAT8 SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO YOUR USE OF THE SERVICE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION, EVEN IF LOCAT8 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. DISPUTE RESOLUTION

10.1 Internal Review Process

Any disputes between users, or between users and businesses listed on the Locat8 platform, shall be handled by Locat8's internal review team. To initiate a dispute resolution process, users and businesses must submit detailed evidence supporting their claims.

10.2 Locat8 Final Authority

Locat8 retains final authority and discretion in all dispute matters. The determination made by Locat8's review team is final and binding. Users and businesses agree to accept and abide by Locat8's determinations.

10.3 No Third-Party Mediation

Users agree that disputes shall be resolved exclusively through Locat8's internal review process and not through binding arbitration, litigation, or any third-party mediation service.

11. DATA RETENTION AND DELETION

Data retention and deletion policies are governed by Locat8's Privacy Policy. User data will be deleted following user confirmation and the procedures outlined in the Privacy Policy. Locat8 retains the right to maintain backups of all data for business continuity, disaster recovery, and legal compliance purposes. For specific information regarding data retention and deletion, please refer to the Privacy Policy.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 Locat8 Intellectual Property

All content, features, and functionality of the Service, including but not limited to the software, design, layout, graphics, text, and any other materials created or provided by Locat8, are the exclusive property of Locat8 and are protected by applicable intellectual property laws.

12.2 User Content Ownership

Locat8 claims exclusive ownership of all User Content, including lists, notes, and reviews created by users. Users retain no intellectual property rights in their User Content.

12.3 No Export or External Use

Users may not export, download, or use their data outside of the Locat8 Service. Any attempt to copy, export, or repurpose User Content for use elsewhere is strictly prohibited.

13. SUBSCRIPTION AND BILLING

13.1 Subscription Tiers

Locat8 offers various subscription tiers with different features and functionalities. Free users have access to limited features, while paid subscribers receive enhanced functionality.

13.2 Billing

Paid subscription fees will be billed according to the subscription plan selected. Locat8 reserves the right to modify subscription fees, features, or billing terms upon reasonable notice to users.

13.3 Cancellation

Users may cancel their subscription at any time. Cancellation does not entitle users to a refund of fees already paid, except where required by applicable law.

14. ADVERTISING AND THIRD-PARTY SERVICES

The Service may contain advertisements, sponsored content, and links to third-party websites and services. Locat8 is not responsible for the content, accuracy, or practices of any third-party services. Your use of third-party services is governed by their respective terms and privacy policies.

Locat8 may also sell advertising space and merchandise products through the Service. Your engagement with advertisements and third-party vendors is at your own risk.

15. COMPLIANCE WITH LAWS

You agree to comply with all applicable laws, regulations, and legal requirements in your jurisdiction, including but not limited to laws governing data protection, privacy, intellectual property, and consumer protection. Locat8 operates in accordance with the General Data Protection Regulation (GDPR) and Singapore's Personal Data Protection Act (PDPA).

16. JURISDICTION AND GOVERNING LAW

These Terms of Use are governed by the laws of Singapore, without regard to its conflict of law provisions. Any legal action or proceeding arising from or related to these Terms of Use or your use of the Service shall be subject to the exclusive jurisdiction of the courts of Singapore. You irrevocably consent to the jurisdiction of these courts and waive any objection based on inconvenient forum.

17. SEVERABILITY

If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

18. ENTIRE AGREEMENT

These Terms of Use, together with Locat8's Privacy Policy and any other policies or agreements referenced herein, constitute the entire agreement between you and Locat8 regarding your use of the Service and supersede all prior and contemporaneous agreements, understandings, and representations.

19. APPLE APP STORE SPECIFIC TERMS

If you access or use the Locat8 iOS or iPadOS application obtained through Apple's App Store (the "Licensed Application"), this Section 19 applies. If there is any conflict between this Section 19 and any other part of these Terms of Use, this Section 19 will control solely with respect to the Licensed Application.

19.1 Acknowledgement

These Terms of Use are concluded between you and Locat8 Pte. Ltd. only, and not with Apple Inc. ("Apple"). Locat8, and not Apple, is solely responsible for the Licensed Application and the content thereof. Your use of the Licensed Application must comply with the applicable usage rules and other applicable provisions of the Apple Media Services Terms and Conditions.

19.2 Scope of License

Subject to these Terms of Use, Locat8 grants you a limited, non-transferable license to use the Licensed Application on any Apple-branded products that you own or control, as permitted by the Apple Media Services Terms and Conditions. Where permitted by Apple's usage rules, the Licensed Application may also be accessed and used by other accounts associated with you via Family Sharing or volume purchasing.

19.3 Maintenance and Support

Locat8 is solely responsible for providing any maintenance and support services for the Licensed Application, whether required under applicable law or otherwise expressly provided by Locat8. Apple has no obligation whatsoever to furnish any maintenance or support services for the Licensed Application.

19.4 Warranty

To the extent any warranty applies to the Licensed Application and is not effectively disclaimed under these Terms of Use or applicable law, Locat8 is solely responsible for such warranty. In the event of any failure of the Licensed Application to conform to an applicable warranty, you may notify Apple, and Apple may refund the purchase price, if any, paid for the Licensed Application. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Locat8's sole responsibility.

19.5 Product Claims

Locat8, and not Apple, is responsible for addressing any claims by you or any third party relating to the Licensed Application or your possession and use of the Licensed Application, including: (a) product liability claims; (b) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy, or similar legislation.

19.6 Intellectual Property Claims

In the event of any third-party claim that the Licensed Application or your possession and use of the Licensed Application infringes that third party's intellectual property rights, Locat8, and not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of such claim.

19.7 Legal Compliance

You represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

19.8 Developer Contact

Questions, complaints, or claims relating to the Licensed Application should be directed to Locat8 using the contact details set out in Section 20 of these Terms of Use.

19.9 Third-Party Terms

You must comply with all applicable third-party terms of agreement when using the Licensed Application, including any applicable terms of your wireless carrier, internet service provider, and any third-party products or services used in connection with the Licensed Application.

19.10 Third-Party Beneficiary

You acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of this Section 19, and that upon your acceptance of these Terms of Use, Apple will have the right, and will be deemed to have accepted the right, to enforce this Section 19 against you as a third-party beneficiary.

19.11 No Impermissible Limitation

Nothing in these Terms of Use will be construed as limiting Locat8's liability in any manner not permitted by applicable law.

20. CONTACT INFORMATION

If you have questions about these Terms of Use or wish to report a violation, please contact us at:

Locat8 Pte Ltd

privacy@locat8.com

www.locat8.com

By using Locat8, you acknowledge that you have read, understood, and agree to be bound by these Terms of Use.