

# Nicer Terms and Conditions

Last Updated May 2024

These Terms of Service ("Terms") govern your access to and use of the Nicer application ("Nicer" or the "Service"), provided by Niicer Inc ("Nicer," "we," "us," or "our"). By accessing or using the Service, you agree to be bound by these Terms.

## 1. Description of Service

Nicer is an application designed to facilitate communication between travelers ("Users") and travel advisors ("Advisors"). Users can request trip quotes and travel-related services such as booking hotels, flights, car rentals, and more from Advisors through the Nicer platform.

## 2. User Conduct

You agree to use Nicer in compliance with all applicable laws and regulations. You will not use the Service for any unlawful or unauthorized purpose, including but not limited to distributing spam, engaging in fraudulent activities, or violating the rights of others.

## 3. Advisor Services

Advisors on Nicer offer travel advice, trip planning assistance, and booking services to Users. Nicer does not endorse or guarantee the quality of services provided by Advisors. Users are responsible for assessing the suitability of Advisors and services offered before engaging with them.

## 4. Booking and Payments

a. Users may request quotes and book travel services through Nicer. By booking through the Service, Users agree to pay the specified fees and charges associated with the selected services. b. Payments are processed securely through the Nicer platform. Users are responsible for providing accurate payment information and ensuring timely payment for services rendered. c. Nicer reserves the right to modify pricing and fees for services offered through the platform. Any changes to pricing will be communicated to Users in advance.

## 5. User Content

a. Users may submit content, including but not limited to trip requests, reviews, and feedback, through the Service. By submitting content, you grant Nicer a non-exclusive, worldwide, royalty-free license to use, reproduce, modify, adapt, publish, translate, distribute, and display such content. b. You are solely responsible for the accuracy, legality, and appropriateness of the content you submit to Nicer.

## 6. Intellectual Property

All intellectual property rights associated with Nicer, including but not limited to trademarks, logos, and software, are owned by or licensed to Nicer. You agree not to reproduce, distribute, or modify any content or materials from the Service without prior written consent.

## **7. Termination**

Nicer reserves the right to suspend or terminate your access to the Service at any time, with or without cause, and without prior notice. Upon termination, all rights and licenses granted to you under these Terms will immediately cease.

## **8. Disclaimer of Warranties**

Nicer provides the Service on an "as is" and "as available" basis, without warranties of any kind, whether express or implied. We do not guarantee the accuracy, completeness, or reliability of any content or information provided through the Service.

## **9. Limitation of Liability**

In no event shall Nicer be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Service, whether based on warranty, contract, tort (including negligence), or any other legal theory.

## **10. Governing Law**

These Terms shall be governed by and construed in accordance with the laws of New York, USA, without regard to its conflict of law provisions.

## **11. Changes to Terms**

Nicer reserves the right to update or modify these Terms at any time without prior notice. Your continued use of the Service after any such changes constitutes acceptance of the modified Terms.

## **12. Contact Us**

If you have any questions or concerns about these Terms, please contact us at [privacy@nicer.travel](mailto:privacy@nicer.travel).

By using Nicer, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service. If you do not agree to these Terms, you may not access or use the Service.