

## PRIVACY POLICY STATEMENT

### 1. GENERAL

- I. This Privacy Policy ("Privacy Policy") is provided by JustTonite and its associates, subsidiaries and affiliates who operate JustTonite platform, including JustTonite and its affiliates (collectively referred to as "we", "our" and "us").
- II. This Privacy Policy describes how and when we collect your personal information, what that information may be used for, who uses it, when it may be disclosed to other parties, how you can access your details and seek correction of your details, the control your own personal information and how you can contact us.
- III. By visiting JustTonite website ([www.justtonite.com](http://www.justtonite.com)) ("**Website**"), you are deemed to have read and agree to be bound by this Privacy Policy.

### 2. NOTICE

- I. This Privacy Policy serves as a notice pursuant to the Malaysian Personal Data Protection Act 2010.
- II. We may vary or update this Privacy Policy from time to time. We will notify you of these changes to our Privacy Policy on our Website. Please check our [Website](#) regularly for updates to our Privacy Policy.

### 3. INFORMATION COLLECTION AND USE

- I. We may collect and hold personal information/data ("**Personal Information**") about you or someone else whom you are making a booking for or traveling with ("**Third Party**"), that is, information that can identify you or such Third Party, including without limitation full name, postal and email address, other contact details, identification details, payment details, booking and travel information, and other information relevant to providing you with the services you and/or the Third Party are, or someone else you know is, seeking, which we receive from you through our Website, mobile application and social media sites. You agree that you have obtained the consent of such Third Party to provide us with their Personal Information and to view or change their information.
- II. You are responsible for ensuring that the Personal Information you provide us is accurate, complete and not misleading and that such Personal Information is kept up to date.
- III. We may collect Personal Information in one or more of the following circumstances or for one or more of the following purposes, wherever relevant and applicable:
  - a. to process your booking and for other operational and administrative purposes, including without limitation, processing bills and payments, travel notification, manage your account;

- b. to provide you or someone else you know customer support and services;
  - c. to undertake various activities that are required by law;
  - d. for administrative, operational, marketing, planning, product or service development, troubleshooting and research requirements;
  - e. to send you information on products and services, and special or promotional offers, newsletters or customer survey forms and questionnaires;
  - f. as part of a program you have joined (e.g. loyalty program) or purchase you have made; and
  - g. for any purpose made known to you at the time at the time of collection of your Personal Information. (collectively referred to as "**Purposes**")
- IV. At any time you may opt-out of receiving marketing communications from us by contacting us (see the CONTACTING US section below) and we will ensure that your name is removed from our mailing list.
- V. We use general, aggregated information to generate statistics and measure site activity to improve the usefulness of customer visits. Such information does not include Personal Information.
- VI. We may disclose your information:
- a. to our related companies, affiliates, advisors, contractors, vendors or service providers for the purposes of operation and maintenance of our Website or our business, for cross-promotional purposes and to otherwise provide customer support and services to you;
  - b. to owners and operators of our participating hotels or our business partners and investors;
  - c. to other third parties with whom we have commercial relationships, for marketing, advertising and related purposes, unless you have indicated that you do not wish for us to disclose to such third parties for marketing and advertising purposes;
  - d. to social media websites; and
  - e. as required or authorised under law or provided in co-operation with any governmental authority.
- VII. If you fail to provide us with Personal Information stated in paragraph (3.1) above, we may not be able to perform and/or carry out any of the Purposes.

#### 4. MARKETING AND PROMOTIONAL COMMUNICATIONS

- I. We may use the Personal Information provided to send you information on products and services, and special or promotional offers, newsletters or customer survey forms and questionnaires

unless you have indicated that you do not wish to receive such materials.

- II. You may **opt out** of receiving any communications from us at any time by clicking on the "unsubscribe link" on the relevant email communications or contact us with your request (see the CONTACTING US section below).

#### 5. SECURITY OF YOUR PERSONAL INFORMATION

- I. We will take reasonable steps to protect any Personal Information we receive from you via our Website from misuse and loss and from unauthorised access, modification or disclosure. We may hold your information in electronic form or retain third parties to hold that information on our behalf. Where required by applicable laws, Personal Information will be destroyed or de-identified when no longer needed.
- II. By providing us with Personal Information or using our services or our Website, you consent to the transfer, storage and processing of Personal Information to where our servers, central database and system facilities are located and/or operated, which may be outside your country of domicile or the location where you access our Website to provide Personal Information, and which may include, among others, Malaysia, the United States and the United Kingdom.
- III. However as the Website is linked to the internet, and the internet is inherently insecure, we cannot provide any assurance regarding the security of transmission of information you communicate to us and you do so at your own risk.

#### 6. LINKS TO OTHER WEBSITES

- I. Our Website may contain links to websites operated by third parties ("**Third-Party Websites**"). We are not responsible for the privacy practices or the content of Third-Party Websites. Third Party Websites are responsible for informing you about their own privacy practices.

#### 7. ACCESS AND CORRECTION

- I. You may request access to any Personal Information we hold about you or any Third Party whose Personal Information you had provided at any time by contacting us (see the CONTACTING US section below). Where we hold information that you are entitled to access, we will endeavour to provide you with suitable means of accessing it (e.g. by emailing or mailing it to you).
- II. If you believe that Personal Information we hold about you is incorrect, incomplete or inaccurate, then you may request amendment of it. We will consider if the information requires amendment. If we do not agree that there are grounds for amendment then we will add a note to the Personal Information stating that you disagree with it.

## 8. COOKIES

- I. We use cookies in our Website to:-
  - a. maintain your session and required details when you browse our Website or during registration or the booking process (session cookie);
  - b. collect website usage data for statistical/analytics purposes (analytics cookie); and
  - c. direct you to the correct landing page based on your geo-location (geo-targeting cookie).
- II. You may instruct your browser, by changing its setting, to stop accepting cookies or to prompt you before accepting a cookie from the websites that you visit. Note that our Website will not function properly if the cookie setting is disabled.
  - a. such action is deemed necessary for reasons of safety or security; concern any unlawful activities, disturbance or which cause public nuisance which will affect the comfort of the other guests of the hotel.
  - b. your conduct, status, age or physical condition or the physical condition of your luggage is deemed such as to, (i) may cause harm, discomfort or (ii) involve any hazard or risk to yourself or other persons or to our property.
  - c. you have committed misconduct on a previous stay and such conduct may be repeated.
  - d. the applicable rate or any charges or taxes payable have not been paid, the payment of your room rate is fraudulent (i.e. using a fraudulent credit card), the credit card by which you paid for the rate has been reported lost or stolen; the booking is counterfeit or fraudulently obtained.
  - e. the booking of our Hotel Room(s) has been done fraudulently or unlawfully or has been purchased from a party not authorized by us.
  - f. the booking has been altered by anyone other than us or our authorized agent or has been tampered with or defaced (in which case we reserve the rights to retain such booking documentation); and/or
  - g. you do not register as the person stated on the booking or the person checking in cannot prove that he is the person named as per the booking (we reserve the rights to retain such booking documentation in such circumstances).

## 9. CONTACTING US

- I. If you have any questions about our Privacy Policy, or any concerns or a complaint regarding the treatment of your privacy by us, including but not limited to the Malaysian Personal Data Protection Act 2010, please contact us at [support@justtonite.com](mailto:support@justtonite.com).