

# Terms of Use

The Terms of Use apply to your use of justtonite.com Site and the services offered through it. Your use of the Site indicates your acceptance of the Terms of Use, including the policies incorporated into them by reference. If you do not accept the Terms of Use, you must not use the Site or the services.

**Site** means the justtonite.com websites and applications owned or otherwise operated by justtonite.com.

justtonite.com may amend the Terms of Use from time-to-time by publishing changes on the website and applications.

The Terms of Use constitute the entire agreement between you and justtonite.com, and supersede any previous agreement or understanding.

## 1. Scope of our Services

### A. Accommodation Reservation Facilitation

Through the Site, justtonite.com provides an online platform through which you can browse different types of lodging and temporary accommodation, limited to hotels and serviced apartments (collectively, the “**Accommodation(s)**”) provided to us by our Supplier. You may book such Accommodations with a credit card, debit card or any other type payment instruments (“**Payment Instrument**”). By making a booking through the Site, you make an offer to book a reservation at the price listed for such reservation and such other terms and conditions stated on the Site. This shall become a binding contract formed in Malaysia pursuant to the Terms of Use when accepted by the Supplier and consequently justtonite.com. You will receive proof of the confirmed Accommodation booking via an e-mail confirmation, which means the booking has been confirmed and is completed, no further action is required by you.

When rendering our services, the information that we disclose about Accommodations is based on the information provided to us by our suppliers or providers, including but not necessarily limited to the suppliers or providers, their representatives, distributors, destination management companies (DMCs), channel managers, partners, etc. (“**Supplier**”). As such, the Suppliers or their representatives are given access to an extranet or other connectivity solution through which they are fully responsible for updating all rates, availability, description, pictures, booking conditions, accommodation policies and other information which is displayed on the Site. Although we will use commercially reasonable skill and care in performing our services we will not verify if, and cannot guarantee that, all information is accurate, complete, correct or up to date, nor can we be held responsible for any errors (including manifest and typographical errors), interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of the Site or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each Supplier remains responsible at all times for the accuracy, completeness and correctness of the Accommodation information displayed on the Site. Changes in market conditions or circumstances may occur on short notice which may make information displayed on the Site inaccurate or outdated. In case of problems, our support team will use its commercially reasonable efforts to assist you. Please note that justtonite.com is one of many channels Suppliers use to make their Accommodation inventory available for reservation. When a search result indicates that a particular Accommodation has no more rooms available, that means the Accommodation is not available for reservation through justtonite.com.

The Site does not constitute and should not be regarded as a recommendation or endorsement of (the quality, service level or star rating of) any Accommodation listed on the Site. We hereby expressly disclaim any representation, warranty or undertaking in relation to the quality, status or adequacy of any Accommodation listed on the Site. The categorization of Accommodations displayed on the Site is based on information input and updated directly by the Supplier, that satisfying their own star rating, brand position, product offering etc. The categorization of Accommodation shall not be deemed as any form of star ranking.

To the extent permitted by applicable law, we reserve the right to, and our discretion, refuse or cancel bookings in exceptional cases and will notify you of the refusal or cancellation by email to the address you provided when you made your booking. Typical reasons for rejecting or cancelling a booking include, but are not limited to: Supplier request(s), breach of the Terms of Use, force majeure events, trade or economic sanctions, embargoes, legal restrictions, (suspicions of) fraud or theft, suspected criminal activity, suspicious bookings, submission by you of misleading or erroneous information, Payment Instrument problems, inappropriate behavior, threats, insults, violence, refusal to supply information, practical obstacles, communication problems, history, blacklisting

by governments or international organizations where applicable and etc. If your booking is rejected or cancelled by justtonite.com and a payment has already been made, you will receive a refund of the total booking value (except in the case of unauthorized use of the Site or there is an inappropriate manner in the use of the Site, and such use is harmful to us for which the refund of the total booking value or any part thereof is not justifiable). Refunds will not be issued in the event of unauthorized Reselling due to many negative factors including the disadvantage such practice imposes on our authorized and contracted affiliate partners, Supplier who provide justtonite.com with inventory on a contracted and trusted basis and the loss and negative brand impact caused to justtonite.com due to unauthorized Resellers attempting to undercut justtonite.com's business which may include placing the resold inventory on sites run by other similar online Accommodations provider platforms, without our knowledge. We also reserve the right to bar ("blacklist") users from the Site, on a permanent or temporary basis, at our discretion. Any such blacklisted user must not attempt to use the Site under any other name or through any other user.

Please note that suspected group bookings can also be rejected or cancelled by justtonite.com or the Supplier. justtonite.com only serves to sell up to a maximum of 2 rooms with each room maximum capacity of 2 person only, for each hotel per day.

## **Categorization of Accommodations**

The Accommodations categorization, as referenced on the Site as Platinum, Gold, Silver and Bronze ("**Accommodation Categories**") are provided for your information only. The Accommodation Categories are determined and enlisted directly by the Suppliers, and justtonite.com do not, in any shape or form, decide or arrange the Accommodations Categories. Suppliers may, by their own discretionary, determine which category they belong to and listed as such onto the Site. The Suppliers may take into account their facilities, rates, reviews, and services from sources other than their own website and business registry. justtonite.com do not independently verify the Accommodation Categories. For more detailed information, please check the detailed description from the respective Suppliers website.

## **B. Other Ancillary Services**

justtonite.com provides an online platform through which you can browse other services, including transportation service and rental cars, ("**Ancillary Services**") and make reservations for such Ancillary Services. Although the justtonite.com Site provides the platform for which you can browse and make reservations for these Ancillary Services, the Ancillary Services are provided by justtonite.com associated companies or partners ("**Partners**"), which have been carefully selected by justtonite.com. For example, transportation service display, search and reservation services on the justtonite.com Site are currently provided by Grab. Such Partners will be clearly displayed on the Site when browsing the Ancillary Services and a link provided to the Partner's terms and conditions of use and/or privacy policy, which will govern the relationship between you and our Partner for the relevant Ancillary Service reservation.

By making a booking through the Site for the Ancillary Services, you make an offer to book a reservation (e.g. for taxi or a rental car) at the price listed for such reservation on the Site, and on such other terms and conditions notified to you by the Partner from time to time, which shall become a binding contract when your reservation is accepted by the Partner. The Partner will indicate the acceptance of your Ancillary Service booking via an e-mail confirmation to you. The Partner reserves the right to reject bookings as set out in their terms and conditions.

## **2. Use of the Site**

Justtonite.com grants you a limited, restricted, personal, non-transferable, non-sublicensable, revocable license to access and use the Site only as expressly permitted in the Terms of Use. Except for this limited license, we do not grant you any other rights or license with respect to the Site; any rights or licenses not expressly granted herein are reserved. The content and information on the Site, as well as the software and infrastructure used to provide such content and information, is proprietary to justtonite.com or its Suppliers, including the Accommodations and Ancillary Services. You may only use the Site to make bona fide and legitimate enquiries or bookings and you hereby undertake not to make any speculative, false or fraudulent bookings or any reservations in anticipation of demand. You undertake that the payment details you provide us with in making a booking are fully correct. You also undertake to provide correct and accurate e-mail, postal and/or other contact details to justtonite.com and acknowledge that justtonite.com may use these details to contact you in the event that this is necessary. Please also refer to our Privacy Policy.

Accordingly, as a condition of using the Site, you agree not to use the Site or its contents or information for any commercial or non-personal purpose (direct or indirect) or for any purpose that is illegal, unlawful or prohibited by the Terms of Use. Except with our prior written authorization, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from the Site. In addition, you agree not to:

- use the Site or its contents for any non-authorized commercial purpose (e.g. forward distribution or resale of bookings without our permission);
- make any speculative, false, or fraudulent booking;
- access, monitor or copy any content or information of the Site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express prior written permission;
- violate the restrictions in any robot exclusion headers on the Site or bypass or circumvent other measures employed to prevent or limit access to the Site;
- take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- deep-link to any portion of the Site (including, without limitation, purchase paths) for any purpose without our express prior written permission;
- re-sell, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, products or services available on the Site for any commercial or competitive activity or purpose;
- "frame", "mirror" or otherwise incorporate any part of the Site into any other website without our prior written authorization;
- deliver any unlawful (according to any and all applicable laws or regulations) postings to or through the Site, or any postings which advocate illegal activity;
- deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, racist, discriminating, insulting, threatening, tortuous, harassing, hateful or otherwise objectionable;
- deliver or provide links to, any postings containing defamatory, slanderous, false or libellous material;
- deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity;
- deliver any posting that you do not have a right to make available under law or contractual or fiduciary relationships;
- impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another;
- manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver;
- use the Site in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of the Site or other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment;
- attempt to gain unauthorized access to the Site, any related website, other accounts, computer system, or networks connected to the Site, through hacking, password mining, or any other means;
- obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site, including harvesting or otherwise collecting information about others such as email addresses;
- engage in any deceptive practices intended to manipulate the organic Search Engine Results Page (SERP) or employ search engine optimization ("SEO") techniques considered to be against common search engine guidelines. SEO practices considered unethical, or "black hat" (aka "spamdexing") include, though are not limited to cloaking, meta data and title tags, content scraping, link schemes, Google bombs, keyword stuffing, hidden text and links, doorway and cloaked pages, link farming or schemes, blog comment spam, etc.;
- do anything else which could cause damage to the Site, justtonite.com, Related Companies, and each of their employees and reputations, or would otherwise have a negative impact; or
- aid or abet any of the above.

Unless otherwise expressly permitted by us, the websites may not hyperlink to any page beyond the homepage of the Site or frame the Site or any web page or material herein, nor may any entity hyperlink any aspect of the Site in an email for commercial purposes without the express written permission of justtonite.com.

By making a reservation on the Site, you represent and warrant that you are not covered by any international sanction program, where applicable.

If and when applicable, you will satisfy all your obligations, tax, withholding or otherwise as required by your country of residence.

### **3. Prices, Additional Charges, Taxes and Fees, justtonite.com exchange rates**

**Please note that, unless expressly indicated otherwise, all quoted prices on the Site are for room only reservations, run-of-house room type which will be determined and assigned by hotels upon guests arrival, for the pre-fixed check-in, check-out dates / time and maximum of 2 person per room, for a maximum of 2 rooms per hotel per day. Without prejudice to what is set out below, before you confirm a reservation, justtonite.com will display the total price payable, including relevant tax only.**

#### **A. Prices for Accommodations**

We strive to fulfil your last-minute accommodation needs at a fixed price, for a night, the night for which the booking is made. We want your booking to be efficient and hassle free. These fixed prices are based on the respective Accommodation Categories and are different from the Suppliers' own website and other online platforms published prices. The price displayed is for room only, at run-of-house room type.

In the event you would like to extend your stay with the Supplier, you will express such needs directly to the Supplier, of which the price per night will go according to the Supplier's published price. Any prices for subsequent nights which are not transacted, booked through or reserved with justtonite.com, will be the agreement between you and the Suppliers, where justtonite.com will not be hold responsible.

Please take note the Accommodation Categories prices does not apply to Ancillary Services provided on the Site.

#### **B. Additional Charges by Accommodations**

The reservation prices will include Sales and Service taxes. In addition to the reservation prices, you are subjected to other charge such as mandatory service fees and local taxes (for example, Tourism Tax, Heritage tax, Marine Conservation fees etc.) where applicable the Supplier will collect from you. The fees displayed is inclusive of Sales and Services Tax; for all other probable fees, you are required to check with the Supplier directly upon check-in time, as these service fees and local taxes may be collected directly from you by the Supplier, in addition to the price you pay for your reservation, upon your arrival or check-in time. Standard reservations are for single or double occupancy. Extra guests or beds are not permitted at the point of booking through justtonite.com. You may request and agreed upon with Supplier upon your arrival or check-in time, and this will usually incur extra charges at the Supplier's discretionary. The Supplier reserves the rights to refuse additional guests to your existing reservation in justtonite.com.

The reservation prices in justtonite.com are solely for rooms only. You will incur additional charges at the Accommodation for all other services and products you use that are not included in the reservation quoted price as expressly described by the booking conditions. Charges for amenities you use and products you consume during your stay (for example, breakfast, parking, internet access, food and drink etc) are not included in the reservation quoted price.

#### **C. Currency Conversion**

The prices shown in justtonite.com listings are based on rates set by the properties in Ringgit Malaysia only.

## D. Charges for Taxes and Fees

In connection with facilitating your Accommodation transaction, the charge to your Payment Instrument may include a charge for taxes and fees ("Taxes and Fees") unless indicated otherwise. In relation to Accommodations, this charge includes an estimated amount to recover the amount justtonite.com pays to the Supplier in connection with your reservation for taxes owed by the Supplier including Sales and Services tax. In certain locations, the tax amount may also include government-imposed service fees or other fees not paid directly to the taxing authorities but required by law to be collected by the Supplier.

Our Supplier, as vendors, include Sales and Services Tax in the amount billed and justtonite.com pays over such amounts directly to the vendors. justtonite.com is not a co-vendor associated with the vendors with whom we book or reserve your travel arrangements. Taxability and the appropriate tax rate and the type of applicable taxes vary by locations.

In some locations, Accommodations may be required by local law to charge and collect city, bed, tourist occupancy or equivalent taxes directly.

Taxes and fees for Ancillary Services you may purchase are described out in our Supplier's terms and conditions.

## 4. Privacy

We respect your privacy. Please have a look at our [Privacy Policy](#) for further information.

## 5. Payment - Credit Card – Age - Fraud

For pre-paid Accommodation bookings with justtonite.com, you authorize us to collect and process (including the collection and processing through a third party) your information required by processing service providers or the financial institution that issues your Payment Instrument such as a credit or debit card in order to verify your identity. Personal information collected about you and that may be shared to such third parties (including to handle your transaction and/or maintain your account) is set out in our Privacy Policy.

To complete payment for such pre-paid Accommodation bookings, you authorize justtonite.com to charge or debit your Payment Instrument for the full price upon reservation and confirmation of the booking. If the Payment Instrument cannot be charged or rejected on the date of booking for whatever reason, the booking will be cancelled unless you can ensure that the card payment can be authorized on time. Please check the reservation details thoroughly for any such conditions prior to making your reservation. In order to safeguard and encrypt your Payment Instrument information when in transit to us, our payment processing service providers uses technology that fully complies with "3-D Secure specification". Please note that your bank may impose additional fees on the transaction.

Certain Payment Instrument companies charge their member banks a fee for processing "**foreign transactions**". If you make card transactions and the recipient uses a bank located in a different country other than the bank which issued your card, an international service assessment, cross-border transaction fee or similar fee may be charged. Your issuing bank may or may not pass this fee on to you (the card user). Please contact your issuing bank for details as this is outside the control of justtonite.com.

In the event of Payment Instrument fraud or unauthorized use of your Payment Instrument by third parties, you should contact your bank or card issuer immediately upon becoming aware of such unauthorized use. If you suspect an unauthorized or fraudulent booking was made via justtonite.com, please contact our Customer Service team immediately.

In order to make a booking you must be over 18 years old (or such other age at which majority is reached in your country or territory) and have the full legal capacity to make the transaction (or have the authorization to do so from your legal guardian). You undertake that the Payment Instrument you are using is your own or that you are authorized to complete the booking with this Payment Instrument and that there are sufficient funds to cover the cost of the transaction. You accept financial responsibility for all transactions made under your name or account.

You undertake that the details you provide us with in making a booking are fully correct. justtonite.com reserves the right not to accept certain Payment Instruments. justtonite.com may add or remove other payment methods at its discretion. For increased convenience, our payment processing service provider will also offer the option to have your Payment Instrument details securely stored on file. If you choose to store a credit or debit card with our payment processing service provider, you are complying to the provider's Terms of Use and Privacy Policy of its operations and data storage method.

Our payment processing service provider is a legal establishment and justtonite.com payment method over transactions is governed by our payment processing service provider. Justtonite.com believe that our service provider has been and will continue to put reasonable effort on audit and control of their operations over, including but not limited to, fraud detection and prevention mechanisms, to be in place. In certain cases, the payment processing service provider may require additional information or verifications to validate and confirm the booking, as explained in more detail on the Site. Reservations are not confirmed until you have received a confirmation email with a reservation confirmation number and it is possible that an Accommodation could become fully booked during the fraud check, in which case the reservation will no longer be available. justtonite.com can never be held liable in such cases. Additional information submitted will be treated in line with strict industry standards to protect privacy, using encryption for transmission and specialized agents for verification. If you choose not to submit the additional information or if we are not satisfied with the information received, the booking will be cancelled because it is incomplete.

## **Failed payments**

For a variety of reasons, payment on the Site may fail. In such cases, justtonite.com will offer you alternatives to ensure your reservation can go ahead. If you have any questions, please contact us at [support@justtonite.com](mailto:support@justtonite.com).

## **6. Booking conditions - Cancellations, No-Shows, Early Departure and Late Check-Out**

By making an Accommodation reservation on our Site, you accept and agree to the relevant Accommodation booking conditions, including no-cancellation and no-show policies applicable to that booking, and to any additional terms and conditions of the Supplier that may apply to your reservation or during your stay, including for services rendered and/or products offered by the Supplier (the delivery terms and conditions of an Supplier can be obtained with the relevant Supplier). The general cancellation policy of each Accommodation is made available at the booking review page, a summary of the booking before confirmation and payment. Please note if you fail to check in to your Accommodation on the day of your reservation you will be charged fully without refund. Please carefully check the Accommodation details thoroughly for any such conditions prior to making your reservation. Some Accommodations will charge extra for early or late check-outs.

## **7. Intellectual Property Rights**

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We may provide hypertext links to other sites which are operated by other people. Using such a link, you acknowledge leaving the Site and proceeding at your own responsibility.

## **8. Reviews – Further correspondence - Rights to User Content – Other services**

By completing a booking, you agree to receive email confirmation, as well as an invitation email to complete our guest review form which we may send to you after your stay at the Accommodation, followed by one or more reminders. Completion is optional. For clarity, the confirmation and guest review communications (emails, SMS) are transactional and are not part of the newsletters or marketing mails, from which you can unsubscribe (see our Privacy Policy for more details). For Ancillary Services, the Partner providing the Ancillary Service may invite you to complete a review regarding the Ancillary Services provided. The completed guest review (including attachments, if any) may be uploaded onto the relevant information page on the Site for the sole purpose of informing (future) customers of your opinion of the service (level) and quality of the Accommodation. By posting a review and submitting content with it such as pictures, you grant justtonite.com the full, perpetual, free, transferable and irrevocable rights to all submitted user content, including your name. Justtonite.com reserves the right to translate, edit, adjust, refuse or remove reviews at its sole discretion. In addition, you represent and warrant that (i) you own and control all of the rights to the user content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute such user content to or through the Site; (ii) such content is accurate and not misleading; and (iii) use and posting or other transmission of such content does not violate the Terms of Use or any applicable laws and regulations and will not violate any rights of or cause injury to any person or entity. You further grant justtonite.com the right to pursue at law any person or entity that violates your or justtonite.com's rights in the content by a breach of the Terms of Use. You agree you will be solely responsible for any user content you provide or submit.

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## **10. Complaints**

If you have complaints about justtonite.com's service, you can contact us with your feedback at [support@justtonite.com](mailto:support@justtonite.com). We will do our very best to help you. Please note that any complaints about the Accommodation (policies, standards, service, facilities, decoration, food, etc.) is ultimately a matter for the Accommodation itself. justtonite.com will coordinate directly with the Accommodation to try and find a mutually agreeable solution but cannot guarantee a satisfactory outcome. Complaints about Ancillary Services are governed by the terms and conditions of the Partner providing the Ancillary Service.

## **11. Disclaimer of Warranties**

ALL CONTENT, INCLUDING SOFTWARE, PRODUCTS, SERVICES, INFORMATION, TEXT AND RELATED GRAPHICS CONTAINED WITHIN OR AVAILABLE THROUGH THE SITE ARE PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" BASIS. JUSTTONITE.COM MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS WEBSITE OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS WEBSITE AND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW,

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UNLESS JUSTTONITE.COM IS AT FAULT FOR INTENTIONAL OR WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE, JUSTTONITE.COM IS NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS IN THE TRANSMISSION OR RECEIPT OF RESERVATIONS OR, ANY COMPUTER VIRUS OR OTHER TECHNICAL DEFECT, WHETHER HUMAN OR TECHNICAL IN NATURE.

LIMITATION OF OR EXEMPTION FROM THE AFOREMENTIONED LIABILITY MAY NOT BE PERMITTED PURSUANT TO THE RELEVANT APPLICABLE LAWS. IN SUCH CASE, JUSTTONITE.COM SHALL BEAR THE LIABILITY TO THE EXTENT SET FORTH IN THE RELEVANT LAWS.

## **12. General Limitation of Liability**

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JUSTTONITE.COM, INCLUDING ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, SUBSIDIARIES, AFFILIATES, DISTRIBUTORS, SUPPLIERS, LICENSORS, AGENTS OR OTHERS INVOLVED IN CREATING, SPONSORING, PROMOTING, OR OTHERWISE MAKING AVAILABLE THE SITE AND ITS CONTENTS (COLLECTIVELY THE "COVERED PARTIES"), BE LIABLE TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, COMPENSATORY, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR ANY DAMAGES OR LOSSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO (WHERE RELEVANT, CAUSED BY): (I) LOSS OF PRODUCTION, LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF CONTRACT, LOSS OF OR DAMAGE TO GOODWILL OR REPUTATION, INCONVENIENCE, STRESS, DISTRESS, LOSS OF CLAIM, BUSINESS INTERRUPTION, DATA OR OTHER INTANGIBLE LOSSES; (II) YOUR INABILITY TO USE, UNAUTHORIZED USE OF, DELAY, PERFORMANCE OR NON-PERFORMANCE OF THE SITE; (III) UNAUTHORIZED ACCESS TO OR TAMPERING WITH YOUR PERSONAL INFORMATION OR TRANSMISSIONS; (IV) THE PROVISION OR FAILURE TO PROVIDE ANY SERVICE, INCLUDING SERVICES RENDERED OR PRODUCTS OFFERED BY THE ACCOMMODATION, (PARTIAL) CANCELLATIONS OR OVERBOOKINGS; (V) ERRORS OR INACCURACIES CONTAINED ON THE SITE OR ANY INFORMATION (INCLUDING BUT NOT LIMITED TO THE (DESCRIPTIVE) INFORMATION (INCLUDING RATES, AVAILABILITY AND RATINGS) OF THE ACCOMMODATION AS MADE AVAILABLE ON THE SITE), SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE SITE; (VI) ANY TRANSACTIONS ENTERED INTO THROUGH THE SITE; (VII) ANY PROPERTY DAMAGE INCLUDING DAMAGE TO YOUR COMPUTER OR COMPUTER SYSTEM CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, DURING OR ON ACCOUNT OF ACCESS TO OR USE OF THE SITE OR ANY SITE TO WHICH IT PROVIDES HYPERLINKS; OR (VIII) DAMAGES OTHERWISE ARISING OUT OF THE USE OF THE SITE, ANY USE, DELAY OR INABILITY TO USE THE SITE, OR ANY INFORMATION, PRODUCTS, OR SERVICES OBTAINED THROUGH THE SITE; OR (IX) ANY (PERSONAL) INJURY, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES ATTRIBUTABLE TO THE ACCOMMODATION (ITS EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES OR AFFILIATED COMPANIES) (X) ANY DAMAGES CAUSED BY A FORCE MAJEURE EVENT. THE LIMITATIONS OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF A COVERED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.



A force majeure event is any event beyond the Covered Parties' control and can include, but is not limited to, natural disasters, weather conditions, fire, nuclear incident, electro-magnetic pulse, terrorist act, riots, war, arson attacks, insurgency, rebellion, armed hostilities of any kind, labor disputes, lockouts, strikes, shortages, government actions or restraints, pilferage, bankruptcy, machinery breakdown, network or system interruptions or breakdown, internet or communications breakdown, quarantine, epidemic, pandemic etc. No responsibility is accepted for any additional expense, omissions, delays, re-routing or acts of any governmental authority. No Covered Party shall be responsible for any Accommodation's breach of any condition or warranty including, but not limited to, implied conditions or warranties of fitness for a particular purpose or of merchantability, nor shall any Covered Party be responsible for any other wrongdoing of an Accommodation (including any liability in tort), as to any products and/or services available through the Site. Justtonite.com does not guarantee continuous access without interruption to the Site.

justtonite.com will bear the responsibility required by relevant laws only if it is at fault for engaging in intentional or wilful misconduct or it is grossly negligent in providing the relevant service. To the extent permissible pursuant to the relevant applicable laws, and without prejudice to the limitations set out in the Terms of Use, the liability of justtonite.com, in the aggregate, will not exceed the lesser of (a) the aggregate cost of your reservation as set out in the confirmation email (whether for one event or series of connected events) or (b) two hundred and fifty United States dollars (or its equivalent in local currency). In case of an overcharge or mischarge caused by justtonite.com, you can make a claim regarding all erroneous charges notwithstanding what is set out above.

In addition, limitation of or exemption from the aforementioned liability may not be permitted pursuant to the relevant applicable laws. In such case, justtonite.com shall bear the liability to the extent set forth in the relevant laws. Claims should be submitted as soon as possible after occurrence of the event giving rise to the claim. Claims submitted with undue delay may be considered void pursuant to applicable statute of limitations. Only bona fide claims will be considered.

### **13. Miscellaneous**

justtonite.com does not in any way (directly or indirectly, independently or in conjunction with any party) own, manage, operate or control the Accommodations, or any room in such Accommodations. The Accommodations are liable and responsible for providing accommodation services and welcoming people who have booked through the Site as their guests.

You agree to indemnify, defend and hold harmless justtonite.com, its subsidiaries and other affiliates, and their partners, payment service providers and other applicable third parties from and against any liability, damage or loss including legal fees and expenses that are incurred or suffered as a result of (i) any breach or non-compliance by you of any law or any term of these Terms of Use, (ii) any action, inaction or omission by you, or (iii) any dispute or litigation caused by your actions, inactions or omissions. If you use the Site for or on behalf of a third-party ("Third-party"), such as a family member or a traveling companion, you are responsible for any error in the accuracy of information provided in connection with such use. In addition, you must inform the Third-party of all applicable terms and conditions. Each customer using the Site for or on behalf of a Third-party agrees to indemnify and hold all justtonite.com Companies harmless from and against any and all liabilities, losses, damages, suits and claims (including the costs of defence), relating to the Third-party's or the user's failure to fulfil any of its obligations as described above.

You are at all times bound by the local laws and regulations. Things which are legal in certain countries may be illegal in others. You should enquire about applicable restrictions. justtonite.com will not be liable in case an Accommodation refuses to check you in or asks you to leave for legal or regulatory reasons.

For your convenience, the Site and the Terms of Use exist in a number of languages and local versions (identified by different top-level domain names in some cases), but have originally been drawn up in the English language. In case of conflict between the English language version and a translated version, the English language version of the Terms of Use shall prevail.

The Terms of Use shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law and such determination shall not affect the validity and enforceability of any other remaining provisions. The severed provisions shall be replaced by a provision approximating as much as possible the original wording and intent.

justtonite.com reserves the right, in its sole discretion, to the extent permissible under relevant law to temporarily or permanently modify, suspend, or terminate the Site and/or any portion thereof, including any service or product available through the Site, and/or your use of the Site, or any portion thereof. In the event of termination of the Site, the reservations made via justtonite.com will still be honored unless you receive a notification. You will still

be bound by your obligations under the Terms of Use, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, justtonite.com shall not be liable to you or any third-party for any termination of your access to the Site. justtonite.com reserves the right to amend or repeal the Terms of Use (or parts thereof) as it deems appropriate. Accommodations have the right to change their offerings and this is outside justtonite.com's control.

Local tax receipts are only available from properties for bookings where payments are made at the property. For pre-paid bookings (pay to justtonite.com), justtonite.com can issue local invoices for bookings in Malaysia since justtonite.com is a tax resident of Malaysia.

The Terms of Use and the provision of our services shall be governed by and construed in accordance with the laws of Malaysia, and any dispute arising out of the Terms of Use and justtonite.com's services shall exclusively be submitted to the competent courts in Malaysia.

Failure by justtonite.com to enforce a right does not result in waiver of such right. You may not assign or transfer your rights unless agreed by us. We reserve the right to freely assign the Terms of Use and the rights and obligations hereunder. We may amend the Terms of Use at any time by posting a variation on the Site. The latest version of the Terms of Use will supersede all previous versions. Your bookings will be governed by the then current applicable Terms of Use at the time of your specific bookings.

## 14. Governing Law and Disputes

**The Terms of Use and the provision of our services will be governed by and construed in accordance with the laws of Malaysia. Any dispute arising out of the Terms of Use or otherwise connected to justtonite.com's services must exclusively be submitted to a court of competent jurisdiction in Malaysia.**

## 15. About justtonite.com

All of our online reservations services rendered through the Site are provided by justtonite PLT, which is an entity incorporated under the laws of Malaysia having its registered address at 27 Jalan PJU 3/18E Tropicana Indah Petaling Jaya 47410 Selangor.

Justtonite.com is a hospitality service company seeking to provide a platform for domestic tourism industry players to boost the economy. Justtonite.com is based in Malaysia and was founded in 2020.

Justtonite.com aims to create a common, accessible and simple platform for all tourism industry suppliers in displaying and showcasing their inventory which requires last-minute push of occupancy and businesses. This is a congruent need which justtonite.com is also filling up gaps amongst the on-the-go travellers. The collaborations and partnerships with our listed Ancillary Service Providers are part of the services which justtonite.com brings forth. For further information about our Partners who may provide Ancillary Services (flights, rental cars) please refer to their respective sites.

For all questions about justtonite.com, the services or the Site, or if you wish to send or serve any documents, correspondence, notices or other communications in respect of justtonite.com, the Site or otherwise, please contact justtonite.com directly at the registered address. Or please contact us at [support@justtonite.com](mailto:support@justtonite.com).

## More information or questions?

For additional information and to learn more about justtonite.com, please also refer to our [FAQs](#) on the Site.