

## **TERMS AND CONDITIONS**

THE GUEST HEREBY IRREVOCABLY AND UNCONDITIONALLY ACKNOWLEDGE AND AGREE THAT, BY ACCESSING AND/OR USING THE PLATFORMS, THE GUEST IS INDICATING THAT THE GUEST HAS READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN STATED.

### **DEFINITION**

**“Accommodation Provider”** means the individuals, businesses and/or companies who/which offer for sale accommodation services and products by way of, including but not limited to, resorts, hotels, inns, homestays, bed & breakfast (‘B&B’) and/or meeting/event/wedding venues and places as well as restaurant and spa facilities, if any, on SweetHut.

**“Accommodation”** means the accommodation services and products provided and offered for sale by the Accommodation Provider by way of, including but not limited to, resorts, hotels, inns, homestays, bed & breakfast (‘B&B’) and/or meeting/event/wedding venues and places as well as restaurant and spa facilities, if any, on SweetHut.

**"Extranet"** means the online system which can be accessed by the Accommodation Provider (after identification of the username and the password) through SweetHut’s website for uploading, changes, verifying, updates and/or amendments of the Accommodation Information (including rates, availability, rooms) and reservations.

**"Guest"** means a visitor of the Platforms or a customer or guest of the Accommodation.

**“GST”** means Goods and Services Tax at such prevailing rates as may be prescribed by Government, or any relevant authorities or any law or regulations and which may be amended from time to time by the relevant authorities.

**"Platforms"** means the website(s), apps, tools, platforms and/or other devices of SweetHut and its affiliated companies and business partners on or through which the Service is (made) available.

**"Service"** means the online hotel reservation system of <https://sweethut.holiday> through which Accommodation Provider can make their rooms available for reservation, and through which the Guest can make reservations at such Accommodations.

**“Accommodation Information”** means Information provided by the Accommodation Provider for inclusion on the Platforms shall include information such as information related to the Accommodation Provider, including pictures, photos and descriptions, its amenities and services and the rooms available for reservation, details of the rates, including all

applicable taxes, levies, surcharges and fees and availability and cancellation and no-show policies and other policies and restrictions which shall comply with formats and standards provided by SweetHut.

**(1) AGREEMENT**

- 1.1 SweetHut is a company principally engaged in information communication technology services and activities and carry on the business as a going concern under the name of “SweetHut” together with its registered trademark.
- 1.2 SweetHut makes every endeavour to ensure that the information on the Platforms is accurate. The completeness and accuracy of the information provided by SweetHut is the sole responsibility of the Accommodation Provider. Mention of third-party products or services is for the international purposes only and constitutes neither and endorsement nor a recommendation.
- 1.3 Accommodation and services on SweetHut are not being offered for sale by SweetHut but by the respective Accommodation Provider thereof. SweetHut assumes no responsibility with regard to the performance or use of these Accommodation and services.
- 1.4 SweetHut is NOT the owner/operator of properties or provider of properties for accommodation services and products by way of, including but not limited to, resorts, hotels, inns, homestays, bed & breakfast (‘B&B’) and/or meeting/event/wedding venues and places as well as restaurant and spa facilities.
- 1.5 SweetHut cannot and does not control the content contained in Accommodation Information and the condition, legality and/or suitability of any accommodation services and products AND IS NOT RESPONSIBLE FOR AND DISCLAIMS any and all liability related to any and all accommodation services and products on the Platforms.
- 1.6 SweetHut will not entertain any complaints, disputes and queries and the same are to be directly to the respective Accommodation Provider. SweetHut strongly suggests phoning, mailing faxing, or E-Mailing such third parties for more information and to confirm information contained here.
- 1.7 SweetHut reserves the right, at its sole discretion, to change and/or modify the terms and conditions herein, at any time and from time to time and without prior notice and/or any reason whatsoever. Any changes and modification shall be effective upon the time of posting herein.

**(2) ACCOMMODATION INFORMATION**

The Accommodation Provider represents and covenants that the Accommodation Information shall at all times be true, accurate and not misleading. The Accommodation Provider is at all times responsible for a correct and up-to-date statement of the Accommodation Information, including additional availability of rooms for certain periods or any extraordinary (material adverse) events or situations (e.g. renovation or construction at or near the facility). The Accommodation Provider shall update the Accommodation Information on a daily basis (or such more frequent basis as may be required) and may at any time change via the Extranet:-

- (i) the rate of its available rooms bookable; and
- (ii) the number or type of available rooms.

**(3) ABSOLUTE PROHIBITION**

3.1 SweetHut strives to provide the best possible service to all the Accommodation Provider and the Guest, but will not tolerate any unlawful activity or abuse or harmful to others on the Platforms.

3.2 Accommodation Information and any advertisement of the Accommodation by the Accommodation Provider shall be legal, decent, honest and truthful and shall comply with the requirements of the current legislation in force in their respective countries. The following contents shall not be allowed:-

- i) Content which jeopardise public security or national defence.
- ii) Content which present information or events in such a way that alarms or misleads all or any part of the public.
- iii) Content which tend to bring the Government into hatred or contempt, or which excite disaffection against the Government.
- iv) Content which denigrate or satirise any racial or religious group, bring any or religion into hatred or resentment, promote religious deviations or occult practices such a Satanism.
- v) Content which are pornographic or otherwise obscene, propagate permissiveness or promiscuity, depict or propagate gross exploitation of violence, nudity, sex or horror.

**(4) RESERVATION**

When a reservation is made by the Guest on the Platforms, the Accommodation Provider shall receive a confirmation for every reservation made via SweetHut, which confirmation shall include the date of arrival, the number of nights, the room type (including smoking preference (if available), the room rate, the Guest's name, address and credit card details (collectively "Customer Data") and such other specific

request(s) made by the Guest. SweetHut is not responsible for the correctness and completeness of the information (including credit card details) and dates provided by the Guest and SweetHut is not responsible for the payment obligations of the Guest relating to their (online) reservation. For the avoidance of doubt, the Accommodation Provider shall on a regular basis (but at least on a daily basis) check and verify on the Extranet (the status of) the reservations made.

**(5) GUEST RESERVATION**

- 5.1 By making a reservation through the Platforms, a direct contract (and therefore legal relationship) is created solely between the Accommodation Provider and the Guest (the "Guest Reservation").
- 5.2 The Accommodation Provider is bound to accept a Guest as its contractual party, vice versa, and to handle the online reservation in compliance with the Accommodation Information (including rate) contained on the Platforms at the time the reservation was made and the reservation confirmation, including any supplementary information and/or wishes made known by the Guest.
- 5.3 Complaints or claims in respect of the products or service offered, rendered or provided by the Accommodation Provider or specific requests made by the Guest are to be dealt with by the Accommodation Provider. SweetHut SHALL NOT be held responsible and /or liable for and disclaims any liability in respect of such claims from the Guest, and vice versa.

**(6) DAMAGE TO ACCOMMODATION AND SECURITY DEPOSITS**

- 6.1 The Guest shall responsible for leaving the Accommodation (including any personal or other property located at an Accommodation) in the condition it was in when the Guest arrived. The Guest acknowledges and agrees that, as a Guest, the Guest is responsible for their own acts and omissions and is also responsible for the acts and omissions of any individuals whom the Guest invites to, or otherwise provides access to the Accommodation. In the event that the Accommodation Provider claims otherwise and provides evidence of damage ("Damage Claim"), including but not limited to photographs, the Guest agrees to pay the cost of replacing the damaged items with equivalent items.
- 6.2 The Accommodation Provider may choose to include security deposits in their terms and conditions for the accommodation services and products provided ("Security Deposits"). Each Accommodation Provider will describe whether a Security Deposit is required for the applicable accommodation services and products. SweetHut will use commercially reasonable efforts to address the Accommodation Provider's requests and claims related to Security Deposits, but SweetHut is NOT responsible for

administering or accepting any Damage Claims by the Accommodation Provider related to Security Deposits, and disclaims any and all liability in this regard.

- 6.3 If the Accommodation Provider has a Damage Claim for a confirmed booking, the Accommodation Provider can seek payment from the Guest and shall collect any such costs from the Guest and/or against the Security Deposit in accordance with the terms and conditions for the accommodation services and products provided.
- 6.4 Both the Guest and the Accommodation Provider agree to cooperate with and assists SweetHut in good faith, and to provide SweetHut with such information and take such actions as may be reasonably requested by SweetHut, in connection with any Damage Claims or other complaints or claims made by the Accommodation Provider relating to Accommodation or any personal or other property located at an Accommodation or with respect to any investigation undertaken by SweetHut or a representation of SweetHut regarding use or abuse of the Platforms.
- 6.5 The Guest understand and agree that SweetHut and the Accommodation Provider may make a claim against the Guest under the terms and conditions for the accommodation services and products provided or other insurance policy related to any damage or loss that the Guest may have caused or been responsible for or to an Accommodation or any personal or other property located at an Accommodation. The Guest agree to cooperate with and assist SweetHut in good faith, and to provide SweetHut with such information as may be reasonably requested by SweetHut, in order to make a claim under the terms and conditions for the accommodation services and products provided or other insurance policy, including, but not limited to, executing documents and taking such further acts as SweetHut may reasonably request to assist SweetHut in accomplishing the foregoing.
- 6.6 Security Deposits, if required by the Accommodation Provider, may be applied to any fees due from the Guest overstaying at the accommodation services and products provided.

(7) **OVERSTAYING WITHOUT THE ACCOMMODATION PROVIDER'S CONSENT**

The Guest agree that a confirmed booking is merely a license granted by the Accommodation Provider to the Guest to enter and use the accommodation services and products provided for the limited duration of the confirmed booking and in accordance with the Guest's agreement with the Accommodation Provider. The Guest further agree to leave the Accommodation no later than the checkout time that the Accommodation Provider specifies in the terms and conditions for the accommodation services and products provided or such other time as mutually agreed upon between the Accommodation Provider and the Guest. If the Guest stays past the agreed upon checkout time without the Accommodation Provider's consent, the Guest

no longer have a license to stay in or use the accommodation services and products provided and the Accommodation Provider is entitled to make the Guest leave. In addition, the Guest agree that the Accommodation Provider can charge the Guest, as the Accommodation Provider deems fit at its absolute discretion, for each time period that the Guest stays over the agreed period without the Accommodation Provider's consent, an additional originally paid by the Guest to cover the inconvenience suffered by the Accommodation Provider, plus all applicable Service Fees, Taxes, and any legal expenses incurred by the Accommodation Provider to make the Guest leave.

**(8) GUEST CONDUCT**

8.1 The Guest understand and agree that the Guest is solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to the Guest use of the Platforms and the accommodation services and products provided. In connection with the Guest's use of the Platforms and the accommodation services and products provided, the Guest SHALL NOT and the Guest agree that will not:

- i) Violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and Tax regulations;
- ii) use manual or automated software, devices, scripts, robots, backdoors or other means or processes to access. "scrape," "crawl" or "spider" any web pages or other services contained in the Platforms and the accommodation services and products provided;
- iii) access or use the Platforms or to use, expose, or allow to be used or exposed, any SweetHut's content and Accommodation Information in the Platforms:
  - that is not publicly displayed by SweetHut in its search result pages or listing pages before a booking is confirmed;
  - in any way that is inconsistent with the terms and conditions herein; or
  - in any way that otherwise violates the privacy rights or any other rights of SweetHut's users or any other third party.
- iv) use the Platforms and the accommodation services and products provided for any commercial or other purposes that are not expressly permitted by these terms and conditions herein or in a manner that falsely implies SweetHut endorsement, partnership or otherwise misleads others as to the Guest affiliation with SweetHut;
- v) dilute, tarnish or otherwise harm the SweetHut brand in any way, including through unauthorized use of the Platforms, registering and/or using SweetHut or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/ or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to

SweetHut domains, trademarks, taglines, promotional campaigns or whatsoever and howsoever;

- vi) copy, store or otherwise access or use any information contained on the Platforms for purposes not expressly permitted by the terms and conditions herein; and
- vii) infringe the rights of SweetHut, the Accommodation Provider or the rights of any other person or entity, including without limitation, their intellectual property, privacy, publicity or contractual right.

## 8.2 **ABSOLUTE EXCLUSIONS**

Notwithstanding anything to the contrary herein contained the Guest hereby covenants and agrees with SweetHut and the Accommodation Provider NOT to use or permit or suffer the use of the accommodation services and products provided or any part thereof:

- (a) for any illegal or immoral purpose;
- (b) in any way connected with gambling or betting;
- (c) for any purpose or matter which would be or tend to cause nuisance or annoyance to adjacent guest, owners or occupiers;
- (d) for any purpose or matter which would or may emit, accumulate and / or disseminate any odour;
- (e) for the storage or otherwise of any obnoxious goods or dangerous drugs or any articles of a specially combustible inflammable or dangerous nature; and
- (f) for any other purposes deemed by SweetHut and the Accommodation Provider to be offensive and / or detrimental to the nature and character of the accommodation services and products provided.

## (9) **INDEMNITY**

The Guest hereby irrevocably and unconditionally undertakes to indemnify SweetHut in full and keep SweetHut fully indemnified against loss, damages (consequential, direct or indirect), liabilities, fines, penalty, cost and expenses which SweetHut may sustain or incur as a result of conduct in action, omission or act of negligence of the Guest whatsoever and howsoever.

## (10) **GUEST REVIEW & FEEDBACK**

10.1 The Guest which has stayed at the Accommodation Provider will be asked by SweetHut to comment on their stay at the Accommodation Provider and to provide a score for certain aspects of their stay.

10.2 SweetHut reserves the right to post these comments and scores on the Platforms. The

Guest acknowledges that SweetHut is a distributor (without any obligation to verify) and not a publisher of these comments.

- 10.3 SweetHut undertakes to use its best efforts to monitor and review Guest reviews in respect of obscenities or the mention of an individual's name. SweetHut reserves the right to refuse, edit or remove unfavourable reviews in the event that such reviews include obscenities or mention an individual's name.
- 10.4 SweetHut will not enter into any discussion, negotiation or correspondence with the Guest in respect of (the content of, or consequences of the publication or distribution of) the Guest reviews.
- 10.5 SweetHut shall NOT have or be held responsible and disclaims any liability and responsibility for the content and consequences of (the publication or distribution of) any comments or reviews howsoever or whatsoever.
- 10.6 The Guest reviews are for exclusive use by SweetHut and can be made available on such Platforms as from time to time made available to by SweetHut. SweetHut exclusively retains ownership of all rights, title and interest in and to (all intellectual property rights of) the Guest reviews and the Guest is not entitled to (directly or indirectly) publish, market, promote, copy, scrape, (hyper-/deep)link to, integrate, obtain, utilize, combine, share or otherwise use the Guest reviews without prior written approval of SweetHut.

**(11) OVERBOOKING**

The Accommodation Provider shall provide the rooms booked and in the event that the Accommodation Provider is not able to meet its obligations for any reason whatsoever, the Accommodation Provider shall promptly inform SweetHut. The Accommodation Provider will use its best endeavours to procure alternative arrangements of equal or superior quality at the expense of Accommodation Provider and in the event that no Room is available on arrival, the Accommodation Provider SHALL find suitable alternative Accommodation of an equal or better standard to the Guest holding the Accommodation Provider's guaranteed booking in respect of the overbooking hereof.

For avoidance of any doubt, SweetHut shall NOT be held responsible and liable to any claim whatsoever and howsoever by the Guest in respect of any such overbooking hereof.

**(12) REFUND & CANCELLATION & ZERO BOOKING FEE POLICY**

- 12.1 For the reservation and booking by the Guest with FULL PAYMENT made, the followings shall apply:-



- Cancellations made by the Guest prior to seven (7) days before check-in date or the time and date beyond which fixed and determined by the Accommodation Provider, a cancellation fee shall apply;
- The difference between the payment made and the cancellation fee charged by the Accommodation Provider for such cancellation will be refunded to the Guest within fourteen (14) days after such cancellation; and
- Cancellations made by the Guest less than (7) days before check-in date or the time and date beyond which fixed and determined by the Accommodation Provider, no cancellation fee applies and there shall be NO REFUND in accordance with the terms and conditions.

12.2 For the reservation and booking by the Guest with ZERO BOOKING FEE, the followings shall apply:-

- Payment shall be made in FULL by the Guest prior to seven (7) days before check-in date or the time and date beyond which fixed and determined by the Accommodation Provider;
- The Accommodation Provider SHALL ensure and make available for such Accommodation to the Guest under this Zero Booking Fee policy; and
- If NO PAYMENT made by the Guest prior to seven (7) days before check-in date or the time and date beyond which fixed and determined by the Accommodation Provider, the Accommodation Provider shall cancel such reservation and booking at its absolute discretion.

### 12.3 **Conditions to Claim For Refund**

To submit a valid claim for refund with respect to the Guest's booking, the Guest is required to meet each of the following conditions:

- (a) the Guest must be the person who booked the Accommodation; and
- (b) the Guest must bring the cancellation to SweetHut's attention in writing or via telephone and provide SweetHut with information about the Accommodation and the circumstances of the cancellation and the Guest must respond to SweetHut for additional information or cooperation on the cancellation.

### (13) **CURRENCY CONVERSION**

SweetHut's online platforms facilitate booking between the Guest and the Accommodation Provider who may pay in a currency different from their destination currency, which may require currency conversions to accommodate these differing

currency preferences. Although the SweetHut platforms allow users to view the price of the accommodation services and products provided in a number of currencies, the currencies available for users to make and receive payments may be limited, and may not include the default currency in any given geographic location.

**(14) CREDIT CARD GUARANTEE**

- 14.1 Save for reservations paid through SweetHut Managed Payment Model, guarantee of the booking is based on the credit card details provided by the Guest or the person responsible for the booking. The Accommodation Provider shall at all times accept all major credit cards (including Master Card, Visa and American Express) for guarantee of a booking. The Guest shall be responsible for the verification of the validity of these credit card details, the (pre) authorization of the credit card and the limit of credit on the date of the overnight stay(s) booked. The Accommodation Provider shall upon receipt of a booking, promptly verify and pre-authorize the credit card. If the credit card offers no guarantee, the Accommodation Provider will immediately notify SweetHut, which subsequently invites the Guest to guarantee the booking in an alternative manner. If the Guest is unable or unwilling to do this, SweetHut may cancel the booking upon request of the Accommodation Provider. If the credit card (or any alternative guarantee made by the Guest) is not effective or valid for any reason or in the event of fraud, this shall always be at the risk and for the account of the Accommodation Provider and NO payment shall be made to the Accommodation Provider thereof.
- 14.2 The Accommodation Provider which wishes to take payment from the credit card before the date of check-in must ensure that the up-front payment condition (including the (special) rate restrictions, terms and conditions for or connected with such pre-payment) are clearly explained to the Guest in the information made available to the Guest prior to making a reservation and included in the Accommodation Information.
- 14.3 The Accommodation Provider shall be responsible for charging the Guest for the consumed stay, no show fee or charged cancellation (including applicable Taxes for which the Accommodation Provider shall be liable and remit to the relevant tax authorities). Credit cards shall be charged in the same currency as set out in the reservation of the Guest. To the extent that this is not possible, the Accommodation Provider may charge the credit card of the Guest in a different currency with a reasonable and fair exchange rate.

***Securitization of Credit Card Data***

- 14.5 The Accommodation Provider is required to comply, and to have its service providers comply on an ongoing basis, with the requirements, compliance criteria and validation processes for security of credit card data as promulgated from time to time by the major credit card companies.

The Accommodation Provider acknowledges that the Accommodation Provider shall be responsible for the security of cardholder data it processes within the context hereof.

For avoidance of any doubt, SweetHut shall NOT be held responsible and liable to any claim whatsoever and howsoever by the Guest hereof.

**(15) CHARGE BACK, CANCELLATION & OTHERS**

In the event of a charge back, or an unsuccessful charge or collection of (all or part of) the Room Price (which shall be at the Accommodation Provider's risk and account), SweetHut shall use commercially reasonable efforts to ask the Guest to provide an alternative payment method. If the Guest is unable or unwilling to do this or in the event of a charge back, SweetHut reserves the right to:-

- (a) cancel the reservation and promptly inform the Accommodation Provider accordingly; or
- (b) inform the Accommodation Provider and cancel the reservation upon the Accommodation Provider's request.

**(16) THE GUEST'S COVENANTS, REPRESENTATIONS AND WARRANTIES**

**16.1 Compliance with statutes, ordinances & etc**

The Guest shall, from time to time, forthwith comply with all statutes, ordinances, proclamations, orders or regulations present or future affecting or relating to the use of the Accommodation, facilities and the services provided by the Accommodation Provider to the Guest and with all requirements which may be made or notices or orders which may be given by any governmental health, licensing, civic or any other relevant authority having jurisdiction or authority over or in respect of the said Accommodation, facilities and the services provided or the Guest and the user thereof and will keep SweetHut indemnified at all times against all actions, proceedings, costs, expenses, claims and demands in respect of in respect of all such matters in this paragraph referred to **PROVIDED ALWAYS THAT** any failure by the Accommodation Provider to obtain the relevant licenses for any reason whatsoever shall not operate to frustrate the terms and conditions created hereunder.

**16.2 Disclaimer**

The Guest hereby agrees that SweetHut is NOT responsible for and disclaims any and all liability related to any and all accommodation services and products on the Platforms.

The Guest, FURTHER IRREVOCABLY AND UNCONDITIONALLY AGREE, COVENANT AND UNDERTAKE THAT, by using the Platforms, any legal remedy

or liability that the Guest may seek to obtain for any conduct, action and/or omission, if any, of the Accommodation Provider or any other third parties shall be limited to a claim against the said particular Accommodation Provider or third parties and the Guest shall NOT impose liability on or seek any legal remedy from SweetHut with respect to such conduct, action and/or omission whatsoever and howsoever.

The Accommodation Provider, NOT SweetHut, is solely responsible for honouring the Guest Reservation and making available any Accommodation reserved through the Platforms AND the Guest agrees to accept any terms, conditions, rules and restrictions associated with such Accommodation imposed by the Accommodation Provider and the Guest shall responsible for performing such obligations AND THAT SweetHut hereby disclaims all liability arising therefrom or related therein.

SweetHut hereby further disclaim any warranties or merchantability, satisfactory, quality, fitness for a particular purpose, quiet enjoyment or non-infringement, and any warranties arising out of course of dealing or usage of the Platforms, the Accommodation, facilities and the services provided by the Accommodation Provider to the Guest, and makes no warranty that the Platforms, collective content, including but not limited to the Accommodation Information, the Accommodation, facilities and the services provided by the Accommodation Provider to the Guest on the Platforms will meet the Guest requirements or be available on an uninterrupted, secure, or error-free basis. SweetHut makes no warranty regarding the quality of any of the Accommodation, facilities and the services provided by the Accommodation Provider to the Guest on the Platforms and/or collective content or the accuracy, timeliness, truthfulness, completeness or reliability of any collective content obtained through the Platforms.

### 16.3 **Guest's Communication**

The Guest is solely responsible for all of the Guest's communications and interactions with other users of the account, services and products on the Platforms and with other persons with whom the Guest communicate or interact as a result of the Guest use of the account, services and products on the Platforms. The Guest understand that SweetHut does not make any attempt to verify the statements of users of the account, services and products on the Platforms or to review or visit any Accommodations. SweetHut makes no representations or warranties as to the conduct of users of the account, services and products on the Platforms or their compatibility with any current or future users of the account, services and products on the Platforms. The Guest agree to take reasonable precautions in all communications and interactions with other users of the account, services and products on the Platforms and with other persons with whom the Guest communicate or interact as a result of the Guest's usage of the account, services and products on the Platforms. SweetHut explicitly disclaims all liability for any act or omission of any guest or the third party.

**(17) LIMITATION OF LIABILITY**

- 17.1 SweetHut does not warrant that the operation of the Platforms will be uninterrupted or error free and in the event that such Platforms are found to be so, then SweetHut shall take all reasonable steps to ensure that such the Platforms shall perform to the specification set out herein.
- 17.2 SweetHut shall not be liable to the Guest in respect of any event of default for loss of profits goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the Guest as a result of an action brought by a third party) even if such loss was reasonably foreseeable or SweetHut has been advised of the possibility of the Guest incurring the same.

**(18) MINIMUM QUALITY STANDARDS AND THE ACCOMMODATION PROVIDER'S RESPONSIBILITY**

The Accommodation Provider is responsible for ensuring that the Accommodation, facilities and the services provided by the Accommodation Provider to the Guest on SweetHut's Platform meet minimum quality standards regarding access, adequacy of the account's description, safety, cleanliness, and do not present the Guest with travel issues. During the Guest's stay at an Accommodation, the Accommodation Provider should be available, or make a third-party available, in order to try, in good faith, to resolve any of the Guest's issues.

**(19) INSURANCE**

The Guest shall at its own cost effect all insurances required pertaining to the use of the said Accommodation, facilities and the services provided by the Accommodation Provider to the Guest and to cover its personal effects in the said Accommodation against such risks as the Guest shall solely determine and the Accommodation Provider expressly acknowledges that any insurance effected by SweetHut, if any, will not cover the use of the said Accommodation, facilities and the services provided by the Accommodation Provider and personal effects and such other risks herein referred to.

**(20) VIRUS CHECK**

SweetHut shall take all reasonable pre-cautionary measures to ensure that the Program is virus free upon delivery to the Guest. However in the event that the Program is infected with viruses undetectable by the anti-virus software used by SweetHut, SweetHut shall not be liable for any losses or damages suffered by the Guest.

**(21) GOODS AND SERVICES TAX (“GST”) & OTHERS**

The Guest shall be liable for payment for any Goods and Services Tax and Tourism Tax and other taxes at such prevailing rates as may be prescribed by Government, or any relevant authorities or any law or regulations and which may be amended from time to time by the relevant authorities.

**(22) INDEMNITY POLICY**

The Guest agrees to use all SweetHut hosting services and facilities at your own risk. SweetHut hosting specifically disclaims all warranties of merchantability and fitness of the Accommodation by the Accommodation Provider for a particular purpose. In no event shall SweetHut hosting be liable for any loss, or loss of data, or other commercial damage, including but not limited to special, incidental, consequential or other damages. The Guest agrees that is shall defend, indemnify, save and hold SweetHut hosting harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney’s fees asserted against SweetHut hosting, its agents, its customers, officers and employees, that may arise or result from the use of and by the Guest any Accommodation or service provided or performed or agreed to be performed or any product sold by the Accommodation Provider, it’s agents, employees or assigns.

**(23) NO ASSIGNMENT/NO INSURANCE**

Anything contained herein not intended to constitute an offer to insure, does not constitute insurance or an insurance contract, does not take the place of insurance obtained or obtainable by the Guest, and the Guest has not paid any premium in respect hereof. The benefits provided to the Guest hereof are not assignable or transferable.

**(24) LAW AND JURISDICTION**

The terms and conditions herein shall be governed by and construed in all respect in accordance with the laws of Malaysia and SweetHut and the Accommodation Provider hereby submit to the jurisdiction of the Courts of Malaysia in all matters arising out or in connection hereof.

**(25) INVALIDITY AND SEVERABILITY**

If any terms and conditions herein shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity and unenforceability of such provision shall not affect the other provisions herein and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or

unenforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

**(26) MODIFICATION**

SweetHut reserves the right to modify the terms and conditions herein at any time, in its sole discretion. If SweetHut modifies the terms and conditions herein, SweetHut will post the modification on the Platforms.

**(27) ASSIGNMENT**

Neither party shall be entitled to assign nor all or any of their rights and obligations hereunder without the prior written consent of the other.

**(28) HEADINGS**

Heading to clauses herein are for the purpose of information and identification only.

**(29) WAIVER**

The waiver by either party of a breach or default of any of the provisions herein by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

**(30) FORCE MAJEURE**

Should either party be prevented by strikes, industrial disputes, riots, war, Act of God, impediment by government regulations or force majeure from performing any of its obligations hereunder, the party delayed or prevented shall be under no liability for any loss suffered or incurred by the other party.

**(31) SUCCESSORS-IN-TITLE / SUCCESSORS' BOUND**

The terms and conditions herein shall be binding on the heirs, personal representatives' successors' in-title and assigns of SweetHut and the Accommodation Provider respectively.

**(32) ACKNOWLEDGEMENT**

The Guest hereby acknowledges and agrees that the Guest has contracted with SweetHut on all terms and conditions set out herein.