

## FIRST SCHEDULE

(Bed & Breakfast / Homestay / Home Sharing / Vacation Rental)

SECTION	ITEM	PARTICULARS
1.	Service Fee / Commission	<p><b>9.99 %</b> (NOT inclusive of payment gateway fee)</p> <p>* the Service Fee / Commission together with the payment gateway fee shall be charged directly from the Guest via SweetHut payment gateway IN ADDITION TO accommodation price</p>
2.	The aggregate Commission per reservation is equal to the multiple of:-	<p>(i) the number of nights stayed at the Applicant by the Guest;</p> <p>(ii) the booked rate per room / accommodation per night [excluding GST, sales taxes and such other applicable national, governmental, provincial, state, municipal or local taxes or levies (hereinafter referred to as the "Taxes")] and such other extra's, fees and surcharges which are included in the offered rate at the time of booking of the room / accommodation by a Guest on the Platforms (such as breakfasts, meals (half-board or full-board), bicycle rental, late check outs/early check in fees, extra person charges, resort fees, roll-away beds, theatre tickets, service fees, etc);</p> <p>(iii) the number of booked rooms / accommodations by the Guest; and</p> <p>(iv) the relevant Commission percentage set out in the Agreement.</p>

# **SWEETHUT**

**THIS AGREEMENT** is made on the                      day of

**BETWEEN**

**CHATKEY TECHNOLOGY SDN BHD (COMPANY NO. 1196385-M)**, a company incorporated in Malaysia and having its business address of No. 186, Jalan Tembikai, Taman Mutiara, 14000 Bukit Mertajam, Penang, Malaysia (“hereinafter referred as “SweetHut”) of the one part;

**AND**

..... (NAME & NRIC/COMPANY NO.) of .....  
(ADDRESS) .....  
.....  
(hereinafter referred as “the Accommodation Provider”) of the other part.

**WHEREBY IT IS AGREED** as follows:-

## **DEFINITIONS**

In addition to terms defined elsewhere in this Agreement, the following definitions apply throughout this Agreement, unless the contrary intention appears:

**“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.

**"Best Price Guarantee"** means the guarantee issued by the Accommodation Provider stating that the Accommodation Provider offers the best rate for a room and that no lower rate can be found online for the equivalent room with the same check-in and check-out dates and the same booking conditions.

**"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 the Accommodation Provider can make their rooms available for reservation, and through which the Guest can make reservations at such Accommodations.

## **TERMS AND CONDITIONS**

### **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 an 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 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.
- 1.5 SweetHut reserves the right to change this Policy any time.

### **2. ACCOMMODATION**

#### **2.1 Information**

- 2.1.1 Information provided by the Accommodation Provider for inclusion on the Platforms shall include information as below:-

- 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
  - cancellation and no-show policies and other policies and restrictions
- (hereinafter referred to as the "Accommodation Information") and shall comply with formats and standards provided by SweetHut.

The Accommodation Information shall not contain any address, telephone or fax numbers, email address including skype, social media website/app/platform including twitter and facebook with direct references to the Accommodation Provider or its websites, apps, platform, tools or other devices, or to websites, apps, platform, tools or other devices of third parties.

SweetHut reserves the right to edit or exclude any information on becoming aware that it is incorrect or incomplete or in violation of the terms and conditions of this Agreement.

2.1.2 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.

2.1.3 The information provided by the Accommodation Provider for the Platforms shall remain the exclusive property of SweetHut. Information provided by the Accommodation Provider may be edited or modified by SweetHut and subsequently be translated into other languages, whereas the translations remain the exclusive property of SweetHut. The edited and translated content shall be for the exclusive use by SweetHut on the Platforms and shall not be used (in any way or form) by the Accommodation Provider for any other distribution or sales channel or purposes. Changes to or updates of the descriptive information of the Accommodation Provider are not allowed unless prior written approval has been obtained from SweetHut.

2.1.4 Unless SweetHut agrees otherwise, all changes, updates and/or amendments of the Accommodation Information (including rates, availability, rooms) shall be made by the Accommodation Provider directly and on-line through the Extranet or such other ways as SweetHut may reasonably indicate. Updates and changes in respect of pictures, photos and descriptions will be as soon as reasonably possible processed by SweetHut.

## 2.2 Parity and Room Restrictions

2.2.1 The Accommodation Provider shall give SweetHut best rate and availability parity ("Parity").

**Rate Parity** means the same or better rates for the same Accommodation, same room type, same dates, same bed type, same number of guests, same or better restrictions and policies such as breakfast, reservation changes and cancellation policy as are available on the Accommodation Provider's websites, apps or call-centres (including the customer reservation system), or directly at the Accommodation Provider, with any competitor of SweetHut (which includes any online or offline reservation or booking agency or intermediary) and/or with any other (online or offline) third party that is a business partner of or in any other way related with or connected to the Accommodation Provider. Rate parity does not apply in respect of rates intended for a closed user group\*.

**\*Closed User Group** means a group with defined limitations where membership is not automatic and where:-

- (i) consumers actively opt in to become a member;
- (ii) any online or mobile interface used by closed user group members is password protected;
- (iii) closed user group members have completed a customer profile; and
- (iv) the consumer to which the rate is offered or made available already made at least one prior booking as a member of the closed user group) provided that such rates are not (directly or indirectly) publicly (made) available.

2.2.2 In the event that a closed user group rate is (directly or indirectly) publicly (made) available (by the Accommodation Provider, a (direct/indirect) competitor of SweetHut or on any third party (platform) (including any (meta) search engine or price comparison website), SweetHut is entitled to rate parity for such rate.

2.2.3 **Availability Parity** means that the Accommodation Provider shall provide SweetHut with such availability (i.e. rooms available for booking at the Platforms) that are at least as favourable as those provided to any competitor of SweetHut (which includes any online or offline reservation or booking agency or intermediary) and/or with any other (online or offline) third party that is a business partner of or in any other way related with or connected to the Accommodation Provider.

2.2.4 The restrictions and conditions (including the room price) for rooms made available for reservation on the SweetHut's Platform shall at all times be in accordance with Clause 2.2.1 and make sense for all parties involved (including consumers).

2.2.5 SweetHut shall be entitled to give a discount on the room price at its own costs up to the level of the Commission to its closed user group members.

2.2.6 Within the spirit of this Agreement and subject at all times to the availability parity set out in Clause 2.2.3, the Accommodation Provider is encouraged to provide SweetHut with fair

access to all room types (including various policies and restrictions) and rates available during the term of the Agreement (during periods of low and high demand [including during fairs, congresses and special events]).

### **2.3 Absolute Prohibition**

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

2.3.2 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.

2.3.3 SweetHut reserves the right not to host any or all the Accommodation Information and/or any advertising items requested by the Accommodation Provider without giving any reason whatsoever to the Accommodation Provider notwithstanding anything any entries that may appear in this application, the copy slide, the showproof and, or the visual presentation.

### **3. PAYMENT**

If there are outstanding sums due and payable by the Accommodation Provider to SweetHut, SweetHut is entitled to refuse to insert any/all of the Accommodation Information and/or any advertising items without notice to the Accommodation Provider.

If the Accommodation Provider has been permitted to effect payment on an agreed basis, failure to effect any one such payment shall forthwith entitle SweetHut to demand and collect the entire balance in one lump sum.

Interest at the rate of 8%p.a. will be charged on all payments which become due but which remain unpaid after the expired of 14 days from the due date(s), such interest to accrue from the due date(s) until payment in full.

### **3.1 Service Fee / Commission**

- 3.1.1 For each reservation made on the Platforms by a Guest for a Room, the Accommodation Provider shall pay SweetHut the service fee / commission (hereinafter referred to as the "Commission") calculated in accordance with **Section 1 of the FIRST SCHEDULE** hereto. Payment shall be made in accordance with Clause 3.2.
- 3.1.2 The aggregate Commission per reservation is calculated in accordance with **Section 2 of the FIRST SCHEDULE** hereto.
- 3.1.3 For the avoidance of doubt, in the event of payment of the room price by the Guest to the Accommodation Provider in accordance with Clause 9.3 (SweetHut Managed Payment Model), SweetHut shall calculate the Commission in the event of no-show or cancellation in accordance with Clause 9.4.2, in all other events Commission will be charged in the event of overbooking or a no-show (unless the Accommodation Provider has notified SweetHut of the relevant no-show within 2 business days after the scheduled date of check out of the Guest) or a charged cancellation (cancellation in violation of the free cancellation policy of the Accommodation Provider) and shall be calculated in accordance with the confirmed booking.
- 3.1.4 Unless agreed otherwise in the Agreement, the rate shown to the Guests on the Platforms shall be inclusive of GST, sales tax, charges and all such other (national, governmental, provincial, state, municipal or local) taxes, fees, charges or levies (to the extent that such other taxes, fees and levies can be reasonably calculated upfront without further information), whichever if applicable.
- 3.1.5 In the event that pursuant to (amendment or entering into force of) the applicable law, rules and legislation applicable to the Accommodation Provider, the rates must be shown to Guests inclusive of GST, sales tax and all such other (national, governmental, provincial, state, municipal or local) taxes, fees or levies, the Accommodation Provider shall adjust the rates through the Extranet in accordance with the terms of Clause 2.1.2 and 2.1.4 as soon as possible, but in any event within 5 business days after:-
- (i) amendment or entering into force of the relevant law, rules and legislation in this respect applicable to such Accommodation; or
  - (ii) notification thereof by SweetHut.
- 3.1.6 The Extranet shows details of all reservations made at the Accommodation Provider through the Platforms and the corresponding Commission. On the 1st day of each month, an online reservation statement (hereinafter referred to the "Online Reservation Statement") is available on the Extranet showing the reservations of all Guests whose date of departure fell in the previous month.

### **3.2 Manner & Mode of Payment of Commission**

- 3.2.1 Commission for bookings in a calendar month that contains the (scheduled) departure date of the Guest in such month will be invoiced (save for free cancellations made through SweetHut

and in accordance with the cancellation policy of the Application) and paid in accordance with the following terms:-

- (a) Invoices are processed and shall be sent to the Accommodation Provider by mail, fax or e-mail.
- (b) The Commission invoiced shall be paid by the Accommodation Provider within fourteen days (14) from the check-out/payment date from the Guest OR from the invoice date, whichever earlier.
- (c) Payment shall be made by the Accommodation Provider directly to SweetHut by means of Direct Debit, or in case this is not available in the banking system of the bank where the payment is made from, by wire transfer (to such bank account as identified by SweetHut) or insofar the Accommodation Provider is using the SweetHut Managed Payment Model by means of settlement pursuant to Clause 9.3. For the avoidance of doubt, other means of payment (such as by cheque or via "payment agencies") can be processed by SweetHut and therefore will be accepted. The Accommodation Provider shall bear all costs as charged by the banks for the transfer of the funds.
- (d) All Commission payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority. If the Accommodation Provider is compelled to make any such deduction or withholding, it will pay to SweetHut such additional amounts as are necessary to ensure receipt by SweetHut of the full (net) amount as set out in the invoice which SweetHut would have received. The Accommodation Provider is responsible and liable for the payment and remittance of any taxes, levies, imports, duties, charges and fees.
- (e) The commission invoiced shall be paid by the Accommodation Provider in the relevant currency (and if applicable at the exchange rate) as specified in the invoice. SweetHut may at its sole discretion prepare invoices either in a major currency (e.g. EUR/USD) or the relevant local currency of the Accommodation Provider and subsequently convert the relevant final amount in the local currency or a major currency on the basis of the exchange rate of the last day of the relevant month for which the invoice is issued (and not on the day of checkout). The exchange rate used shall be the interbank rate (closing rate as per 4PM EST) as used or promulgated by major international financial banks or service companies from time to time selected by SweetHut.

3.2.2 The Accommodation Provider is responsible for withholding and reporting relevant taxes (i.e. mentioned above in 3.2.1 under (d) applicable to the Commission due to SweetHut according to the relevant tax regulations and the practices and requests of the tax authorities. The Accommodation Provider shall bear and be responsible for the payment and remittance of the taxes applicable to the Commission (payments) and the associated late payment interests and penalties imposed by the tax authority for failing to withhold and report any taxes applicable



to the Commission. If required, the Accommodation Provider shall be solely responsible to negotiate and agree with the relevant tax authorities on the tax treatments of the Commission (payments). The Accommodation Provider shall upon first request of SweetHut provide SweetHut with (photo/scanned-) copies of tax payment certificates/tax exemption certificates upon each remittance of the Commission. The Accommodation Provider represents and covenants that it is duly registered with all relevant tax authorities (including applicable statutory (local) revenue collection authorities) as a hotel or other Accommodation Provider.

- 3.2.3 In the event of a dispute between SweetHut and the Accommodation Provider (e.g. on the amount of the Commission), any undisputed amount of the Commission will be paid in accordance with the terms of this Agreement, notwithstanding the status or nature of the dispute.
- 3.2.4 In the case of late payment, SweetHut reserves the right to claim interest at the rate of 8% per annum as stated hereinabove, to suspend its service under the Agreement (e.g. by suspending the Accommodation Provider from the Platforms), and/or to ask for a bank guarantee or other form of financial security from the Accommodation Provider.

#### **4. RESERVATION, GUEST RESERVATION & COMPLAINTS**

##### **4.1 Reservation**

When a reservation is made by a 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 Guests and SweetHut is not responsible for the payment obligations of the Guests 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.

##### **4.2 Guest Reservation**

- 4.2.1 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").
- 4.2.2 The Accommodation Provider is bound to accept a Guest as its contractual party, 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.

- 4.2.3 Other than the fees, extra's and (sur-)charges as set out in the confirmed booking, the Accommodation Provider shall not charge the customer any transaction/ administration fee or charge for the use of any payment method (e.g. credit card charge).
- 4.2.4 Complaints or claims in respect of the products or service offered, rendered or provided by the Accommodation Provider or specific requests made by Guests 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 Guests, and vice versa.

## **5. BEST PRICE GUARANTEE**

In the event of a valid claim of a Guest under the Best Price Guarantee, SweetHut shall promptly notify the Accommodation Provider of such claim and provide the Accommodation Provider with the relevant details of the claim. The Accommodation Provider shall immediately adjust to the extent applicable the rate(s) made available at the SweetHut's Platform such that the lower rate is available for further booking(s). Furthermore, the Accommodation Provider shall immediately adjust the rate in the reservation made by the relevant Guest in its administration. Upon check out of the Guest, the Accommodation Provider shall offer the room for the lower rate and shall either:-

- (i) settle the difference between the booked rate and the lower rate by charging the Guest for the lower rate; or
- (ii) refund (in cash) to the Guest the difference between the two rates.

SweetHut shall NOT be held responsible and liable to any claim whatsoever and howsoever by the Guest in respect of any discrepancy and difference of the price and rate hereof.

## **6. OVERBOOKING AND CANCELLATION**

- 6.1 The Accommodation Provider shall provide the rooms booked and in the event that the Accommodation Provider is not able to meet its obligations under this Agreement 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 the Accommodation Provider and in the event that no Room is available on arrival, the Accommodation Provider SHALL:-

- (a) find suitable alternative Accommodation of an equal or better standard to the Guest holding the Accommodation Provider's guaranteed booking;
- (b) provide free private transportation to the alternative Accommodation for the Guest and other members of the Guest's party who are listed in the Guest's guaranteed booking, and
- (c) reimburse and compensate SweetHut and/or the Guest for all reasonable costs and expenses (e.g. costs alternative Accommodation, transportation, telephone costs) made, suffered, paid or incurred by the Guest and/or SweetHut due to or caused by the

overbooking. Any amount charged by SweetHut in this respect shall be paid within 14 days after receipt of the invoice.

6.2 The Accommodation Provider is not allowed to cancel any online reservation.

### **6.3 Cancellation & Zero Booking Fee Policy**

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

- Cancellations made by Guests 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 and will attract commission in accordance with the cancellation fee applied and charged by the Accommodation Provider against the Guest for such cancellation;
- Cancellations made by Guests less than seven (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 and will attract commission in accordance with the terms of this Agreement; and
- For the avoidance of any doubt, the Accommodation Provider shall bear and pay for the payment gateway fee charged or incurred in respect of the amount of payment refunded to the Guest after the cancellation fee applied thereof.

6.3.2 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 and will attract NO commission to SweetHut.

## **7. CREDIT CARD GUARANTEE**

7.1 Save for reservations paid through SweetHut Managed Payment Model (in which event this Clause 7 is not applicable), 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 Accommodation Provider is 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. Bookings which are cancelled by SweetHut pursuant to 7.1 will not attract any Commission.

- 7.2 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 Guests in the information made available to the Guest prior to making a reservation and included in the Accommodation Information.
- 7.3 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 a 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.
- 7.4 In the event of offering rooms at cash payment only, no credit card details will be made available by SweetHut to the Accommodation Provider as guarantee for the booking.

#### **7.5 *Securitization of Credit Card Data***

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 of this Agreement.

## **8. EXTRA SOFTWARE (CHANNEL MANAGER)**

### **Extranet**

SweetHut will provide the Accommodation Provider with a user ID and password which allows the Accommodation Provider to access the Extranet. The Accommodation Provider shall safeguard and keep the user ID and password confidential and safely stored and not disclose it to any person other than those who need to have access to the Extranet. The Accommodation Provider shall immediately notify SweetHut of any (suspected) security breach or improper use.

## **9. RANKING, GUEST REVIEWS AND SWEETHUT MANAGED PAYMENT MODEL**

### **9.1 Ranking**

9.1.1 The order in which the Accommodation Provider is listed on the Platforms (the "Ranking"), is determined automatically and unilaterally by SweetHut Ranking based on and influenced by various factors, including but not limited to the commission percentage (to be) paid to SweetHut by the Accommodation Provider, number of bookings related to the number of visits to the relevant Accommodation page on the Platforms (the "Conversion"), the volume realized by the Accommodation Provider, the ratio of cancellations, the guest review scores, the customer service history, the number and type of complaints from Guests and the on-time payment record of the Accommodation Provider.

9.1.2 The Accommodation Provider has the possibility to influence its own ranking by changing the commission percentage and continuously improving the factors. The Accommodation Provider SHALL NOT make any claim against SweetHut regarding the Ranking of Accommodation. The Ranking system is automated. The automated Ranking system uses on-time payment as a factor so failure to pay Commissions on- time will result in a reduced Ranking.

### **9.2 Guest Reviews**

9.2.1 Guests which have 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.

9.2.2 SweetHut reserves the right to post these comments and scores on the Platforms. The Accommodation Provider acknowledges that SweetHut is a distributor (without any obligation to verify) and not a publisher of these comments.

9.2.3 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.

- 9.2.4 SweetHut will not enter into any discussion, negotiation or correspondence with the Accommodation Provider in respect of (the content of, or consequences of the publication or distribution of) the Guest reviews.
- 9.2.5 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.
- 9.2.6 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 Accommodation Provider 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.

### **9.3 SweetHut Managed Payment Agency Model / Payment Gateway**

- 9.3.1 The Accommodation Provider agrees and acknowledges that SweetHut may from time to time and in certain jurisdictions and for certain properties offer and facilitate (alternative) payment methods (managed by SweetHut or other third party) (each a " SweetHut Managed Payment Agency Model") for the (pre-/down) payment of the Room Price (as defined below) by Guests through a third party payment processor (as from time to time engaged by SweetHut; the relevant party processing the payment hereafter referred as the "Payment Processor") to the Accommodation Provider pursuant to which (as available) bank transfer, credit card payments or other forms of online payment can be made and processed through the payment platform of the Payment Processor for and on behalf of the Accommodation Provider.
- 9.3.2 The Accommodation Provider agrees and acknowledges that for each reservation, the relevant total amount of the reservation (including all applicable Taxes, fees, extra's and add-ons made or included during the reservation process (e.g. breakfast) to the extent disclosed to SweetHut by the Accommodation Provider (unless indicated otherwise by SweetHut) will be collected and processed by the Payment Processor (the relevant amount hereafter the " Room Price") in accordance with the applicable payment policy of the Accommodation Provider for the relevant reservation and disclosed on the Platforms.
- 9.3.3 The Accommodation Provider agrees and acknowledges that SweetHut may from time to time use and utilize the SweetHut Managed Payment Agency Model (including other (online) payment methods such as virtual credit cards) for:-
- (i) (pre-/down) payment of the Room Price by the Guest to the Accommodation Provider through the Payment Processor, and

- (ii) settlement and payment of the due and outstanding Commission by setting off the due and outstanding Commissions and such other amounts due by the Accommodation Provider to SweetHut (including the fee and costs for the collection, transfer, conversion and pay out of the relevant funds) with the total amount of all the Room Prices processed at any time through the Payment Processor.

Insofar there are insufficient funds to settle and pay all amounts due to SweetHut, SweetHut shall be entitled to collect the relevant deficit by means of Direct Debit (if available) or the Accommodation Provider shall upon first request of SweetHut pay the relevant deficit to such bank account as from time to time identified by SweetHut.

9.3.4 The Accommodation Provider agrees and acknowledges that it is at all times responsible for the collection, remittance, withholding and payment to the relevant (tax) authorities (as applicable) of the relevant Taxes, (sur)charges, extra's and fees over the Room Price (including the relevant Taxes, (sur)charges, extra's, amounts and fees not included in the Room Price) to the relevant tax authorities.

9.3.5 In order to transfer the relevant collected amount (after deducting and set-off with the due and outstanding Commissions and such other amounts due to SweetHut), the Accommodation Provider shall provide SweetHut with the relevant bank details to which the relevant amount shall be paid. Payment of the relevant collected Room Price to the Accommodation Provider by SweetHut shall be made approximately fourteen (14) days after the relevant check-out date to which the Room Price is related (the "Payment Date") or such later date insofar the Payment Processor has not collected the full amount of the Room Price, in which event payment shall be made within approximately fourteen (14) days upon receipt of the full amount of the Room Price (unless indicated otherwise by SweetHut). The Accommodation Provider acknowledges that the first payment shall only be made upon materialization of the first reservation. The Accommodation Provider accepts and acknowledges that due to fluctuating currency exchange rates and costs/fees charged by banks, credit card companies and other intermediaries (for the collection, processing and paying the relevant funds), there may be differences between Room Price (as uploaded by the Accommodation Provider in the system), the collected amount and the amount paid to the Accommodation Provider. The Accommodation Provider shall bear the currency exchange risk and the costs and fees as charged by the credit card companies and banks for the collection, transfer, payment and conversion of the Room Price; The funds held by the Payment Processor or any other party for and on behalf of the Accommodation Provider will not bear any interest.

#### **9.4 Charge Back, Cancellation & Others**

9.4.1 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.

In the event of a cancellation, the Commission shall be charged in accordance with Clause 9.4.2. The Accommodation Provider agrees and acknowledges that SweetHut shall use commercially reasonable efforts to procure that the Room Price shall be collected in accordance with the relevant payment policy of the reservation disclosed on the Platforms, but SweetHut shall be under no obligation whatsoever or howsoever to collect (in or outside court) or pay the Room Price (or any interest or collection fee) insofar the collection cannot be (in whole or in part) successfully made by the Payment Processor upon making the reservation or any subsequent due date for payment of the remaining amount under the offered (down) payment policy (if applicable). Any failure of collection, or any refund or charge back of (all or part of) the Room Price (each a "Payment Issue") shall be for the risk and account of the Accommodation Provider and in the event of a Payment Issue, the Accommodation Provider waives its right to claim payment of (the remaining part of) the Room Price from SweetHut or the Payment Processor. Insofar a Guest has made a charge back, or if SweetHut is required by law, court order, (semi) governmental instruction or orders, arbitrational decision (or similar ruling), subpoena or cancellation policy to make a refund, of all or part of the Room Price, the Accommodation Provider shall reimburse and repayment to SweetHut of such amount (re)paid to Guest (and received by the Accommodation Provider).

- 9.4.2 In the event of a no-show or cancellation, SweetHut shall be entitled to charge commission over the relevant amount of the room price collected and transferred to the Accommodation Provider. In the event of an overbooking, the Commission shall be calculated in accordance with Clause 3.1.2.
- 9.4.3 The Accommodation Provider shall only issue an invoice to the Guest (and provide such Guest upon his/her first request with an invoice) for the full amount of the reservation (including or plus (as required by applicable laws) of all applicable Taxes, surcharges and fees). The Accommodation Provider shall not invoice (or send an invoice to) SweetHut for the reservation or stay.

## **10. ACCOMMODATION PROVIDERS' COVENANTS, REPRESENTATIONS AND WARRANTIES**

### **10.1 Compliance with Statutes etc.**

The Accommodation Provider 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 this Agreement or the terms and conditions created hereunder.

## **10.2 Insurance**

The Accommodation Provider 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 Accommodation Provider shall solely determine and the Accommodation Provider expressly acknowledges that any insurance effected by SweetHut pursuant to the provisions of this Agreement, 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.

## **10.3 Intellectual Property**

- 10.3.1 The Accommodation Provider covenants, represents and warrants that nothing whatsoever shall be included in the publication which shall constitute a breach or infringement of any copyright, trademark, trade name or intellectual property rights such as logos owned by any third party or which shall be in any way illegal scandalous or libellous and the Accommodation Provider SHALL indemnify SweetHut against any liability in respect thereof and shall pay all costs and expenses which may be incurred by SweetHut in reference to any such claim.
- 10.3.2 The Accommodation Provider 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, costs and expenses, whatsoever which SweetHut may sustain or incur as a result of inserting or publishing the Accommodation Information and/or the advertisement of the Accommodation Provider or enforcing its rights pursuant to or under this Accommodation Provider.
- 10.3.3 The Accommodation Provider covenant, represent and warrants that in respect of any Accommodation Information submitted and provided for publication which contains the name or pictorial representation (photographic or otherwise) of any living person and/or any part of a living person and/or any copy by which any living person is or can be identified the Accommodation Provider has obtained the authority of such living person to make such use of such name, representation and/or copy as is made in the said advertisement and in the event of any demand claim or criminal charges against SweetHut arising from the publication of the advertisement, the Accommodation Provider will indemnify SweetHut from any costs, damages, fines, penalties or other charges.

## **11. GOODS AND SERVICES TAX ('GST') & OTHERS**

- 11.1 The Accommodation Provider shall be liable for payment for any 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.
- 11.2 The Accommodation Provider hereby acknowledges and agrees that by signing this Agreement he/she has contracted with SweetHut on all terms and conditions set out herein.

## **12. SPAM POLICY**

- 12.1 The Accommodation Provider is responsible to ensure that the Accommodation Provider SHALL NOT participate in spam as this may lead to termination of this Agreement.
- 12.2 SweetHut is committed to a zero-tolerance, anti-Spamming policy. Under this policy, we prohibit Spam, or any unsolicited commercial email, from being sent either over the SweetHut network, by customers or any other users of the Hosting Company network (including customers' customers); AND/OR over ANY network- if the message sent advertises or mentions a site hosted on the Hosting Company Hosting server.
- 12.3 SweetHut will react quickly and seriously to violations, and SweetHut further reserve the right to terminate the services, without prior notice, of any Accommodation Provider or customer disregarding this policy.
- 12.4 SweetHut allows the Accommodation Provider to send mailings to the customers and guests of their own mailing list. Such mailings must have explicit instructions to the recipient on how to remove his/her name from the list, and all requests to do so must be honoured immediately. The Accommodation Provider shall not send mailings to lists provided by an outside agency or individual. The Accommodation Provider further agrees not to provide mailing list services to others.
- 12.5 Providing spam ware or spam related programs is strictly prohibited AND SweetHut reserves the right to determine what constitutes abuse of this policy. The Accommodation Provider whose accounts are found in violation of this policy may, at the discretion of SweetHut, have their account(s) terminated without notice and are not subject to any damages for the violations. Sites closed for violations of this policy will not be reinstated under any circumstance.

## **13. CONTENT POLICY**

- 13.1 All services provided by the SweetHut may be used for lawful purposes only. Transmission, storage, or presentation of any information, data or material in violation of Malaysia law or any law of any jurisdiction is prohibited. This includes, but is not limited to copyrighted material, trademark, intellectual property, material SweetHut judge to be threatening or

obscene, or material protected by trade secret and other statute without proper authorisation. The Accommodation Provider agrees to indemnify and hold harmless SweetHut from any claims resulting from the use of the service which damages the customers or guests or any other party.

- 13.2 Pornography and sex-related merchandising is prohibited on all SweetHut hosting servers and platforms. This includes sites that may infer sexual content, or links to adult content elsewhere. SweetHut hosting will be the sole arbiter in determining violations of this provision.
- 13.3 Also prohibited are sites that promote any illegal activity or present content that may be damaging to SweetHut hosting servers or any other server.

#### **14. EMAIL POLICY**

SweetHut hosting may not be the source, intermediary, or destination address involved in the transmission of any unsolicited email, email bombs, hate email, or any mass email. The Accommodation Provider email account may not be referenced as originator, intermediary, or reply-to address of such email. We consider mass email any email message sent to more than 25 email addresses or more than 10 news groups.

#### **15. COPYRIGHT POLICY**

- 15.1 It is the responsibility of the Accommodation Provider to ensure that all information within their account is their own work. The Accommodation Provider agree to indemnify SweetHut of any possible litigation involving trademark or copyrighted materials.
- 15.2 The Accommodation Provider agrees not to modify any copyrighted notices in features provided by SweetHut. Modification of scripts provided by SweetHut without written permission is strictly prohibited.

#### **16. INDEMNITY POLICY**

The Accommodation Provider 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 Accommodation Provider 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 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. The Accommodation Provider agrees to defend, indemnify and hold harmless SweetHut hosting against liabilities arising out of; any injury to

person or property caused by any Accommodation or services produced or products sold or otherwise distributed in connection with SweetHut hosting's server; any material supplied by the Accommodation Provider infringing or allegedly infringing on the proprietary rights of a third party; copyright infringement from SweetHut hosting's server. SweetHut shall be sole judge of what violates this Policy.

## **17. CONFIDENTIAL INFORMATION**

17.1 It is expressly understood and agreed by all the parties hereto that all information furnished by either party to the other party hereto, whether prior to the signing of this Agreement or during the terms hereof, including without limitation, all information relating to the transactions conducted by SweetHut and the Accommodation Provider whether furnished or obtained in writing, orally or in physical configurations, is proprietor information and constitutes the trade secrets of the disclosing party.

17.2 All such information shall be held in strict confidence by the recipient party and shall not be disclosed to any third party or reproduced in any form whatsoever, nor shall the same be used by the recipient party in any way whatsoever at any time during the term of this Agreement or thereafter without the prior written consent of the disclosing party.

The provisions of this clause shall survive the termination of this Agreement for whatsoever reason.

## **18. VALIDITY & TERMINATION**

18.1 This Agreement shall take effect and become binding and valid for a period from the date hereof until **31<sup>st</sup> December 2018**.

18.2 In the event that the Accommodation Provider fails to make any of the payment due under this Agreement or in breach of any terms and conditions stipulated herein, SweetHut shall reserve the right at its absolute discretion to terminate this Agreement and thereafter this Agreement shall be treated as null and void.

18.3 If there shall not, at the time of expiry of this Agreement, be any existing breach or non-observance of any of the covenants and conditions herein contained and on the part of the Accommodation Provider to be observed or performed, but subject to and save for the earlier termination by SweetHut herein, this Agreement shall be renewed automatically for a further period of 24 months from the expiry date hereof upon the terms and conditions herein contained OR to be agreed to by both parties hereto with the exception of this provision for renewal.

## **19. LAW AND JURISDICTION**

This Agreement 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 with this Agreement.

**20. 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.

**21. SUCCESSORS-IN-TITLE / SUCCESSORS' BOUND**

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

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands the day and year first above written.

SIGNED by )  
for and on behalf of )  
**CHATKEY TECHNOLOGY SDN BHD** )  
in the presence of:- )  
)

.....  
Name :  
NRIC No. :  
Position :  
Company/Business Stamp :

**Witness**  
Name :  
NRIC No. :

SIGNED by )  
for and on behalf of the **Accommodation** )  
**Provider** in the presence of:- )  
)  
)

.....  
Name :  
NRIC No. :  
Position :  
Company/Business Stamp :

**Witness**  
Name :  
NRIC No. :

~ END ~