

# GENERAL TERMS AND CONDITIONS BALI.COM

## 1. Definitions

- A. 'Accommodation' means the property or service where room nights for a stay in a hotel or villa. 'Accommodation Provider' means the provider of the accommodation service.
- B. 'Activity Provider' means the provider of the activity service.
- C. 'Activity' means the service of providing an Activity service, includes, but is not limited to, events, tours, museums, parks, car rental with driver,, activities and experiences.
- D. 'bali.com', 'us', 'we' or 'our' means PT. Pintu Bali Digital
- E. 'Booking Confirmation' means the confirmation email and voucher we send you, explaining the details of your Booking.
- F. 'Booking' means the booking of an Accommodation, Activity, or Visa Facilitation or a combination of these services in the form of a package - on our Website(s), whether you pay for it now or later.
- G. 'Payment Method' means the method (credit card, debit card, bank transfer, Gopay, etc.) used to make a payment or transfer money.
- H. 'Pick-up Time' means the (local) date and time the service provider is due to pick you up, as stated in your Booking Confirmation.
- I. 'Pick-up' (in the 'Car rentals' section) means the process at the start of your Rental, when you provide the required pick-up location and time.
- J. 'Website(s)' means the website/app on which you can book services, whether owned or managed by bali.com or by a third-party affiliate.
- K. 'Pre-Booked activity' means the activity you request at least 24 hours before the service is due to be provided. Each service might have different minimum pre-booking requirements, which will be stated in the product description.

- L. 'Service Provider' means the contract between you and us or a Third-Party Service Provider, which deals with you and provides the service to you. Included but not limited to, the management of a hotel or villa, a museum, park, transportation company, event organiser, visa issuing entity.
- M. 'Services' means any of the services or products that are offered on our Website(s) through which Service Providers can offer their products and services – and you can book them.
- N. 'Terms' means these terms of service.
- O. 'Third-Party Terms' means the terms and conditions that are connected to the specific service provided by the third party.
- P. 'Third-Party' means a company that acts as either (a) an intermediary between you and the Service Provider or (b) a reseller of a service.
- Q. 'Upfront Payment' means a payment that you make when you book a product or service in advance.
- R. 'Visa Agent' means a third party provider of a service related to the application process of Visas.
- S. 'Visa Facilitation' means the service of providing a service, to facilitate the application process of Visas for Indonesia.
- T. 'Voucher' means the proof of booking that will be sent to you which you can use to claim the service you have booked with the service provider.

## **2. About these terms**

- A. The English version of these Terms is the original. If there's any dispute about the Terms, or any mismatch between the Terms in English and in another language, the Terms as they appear in English will apply. (You can change the language at the top of this page.)

- B. When you complete your Booking, you accept these Terms and any other third party terms that you're provided with during the booking process of the services.
- C. If anything in these Terms is (or becomes) invalid or, unenforceable:
  - a. it will still be enforced to the fullest extent permitted by law
  - b. you will still be bound by everything else in the Terms.

### **3. About bali.com**

- A. When you book service from a third party (accommodation or activity, bali.com provides and is responsible for the Website(s) – but not the activity experience itself.
- B. We work with third parties that provide the services and activities that you book. We take reasonable care in providing our website(s), and the information that is displayed and shared, but we can't guarantee that everything is accurate (we get information from the service providers and other sources). Information and content can change on short notice, which we might be unaware of. To the extent permitted by law, we can't be held responsible for any errors, any interruptions, or any missing information - although we will do everything we can to keep the content accurate and current.
- C. We're not liable for the terms between you and the Service Provider. The Service Provider is solely responsible for the Activity Experience.
- D. To make a Booking, you may need to share details. Please make sure all your info (including payment and contact details) is correct and up to date. Otherwise the service could potentially not be provided or only partially, or be delayed.
- E. Unless otherwise indicated, you need to be at least 16 to use the Website(s).

### **4. Our values**

You will:

- A. comply with all applicable laws and official Regulations of Indonesian, including but not limited to Covid related travel requirements
- B. cooperate with any anti-fraud/anti-money laundering checks we or our payment partners might need to carry out
- C. not use the Website(s) to make fake Bookings
- D. use the service for its intended purpose
- E. not cause any nuisance or damage, and not behave inappropriately to the Service Provider's personnel, their property.

## **5. Prices**

- A. When you make a Booking, you agree to pay the price of the service, including any charges and taxes that may apply.
- B. All our services are generally quoted in IDR. Some services can be paid & settled in other currencies if the invoice mentions this possibility. The prices of the services in other currencies are explicitly mentioned in the invoice. Only those currencies and bank accounts that are mentioned on the invoice are available.
- C. Obvious errors and misprints are not binding. For example: if you book villa that was mistakenly offered for IDR1000, we may simply cancel that Booking and refund anything you've paid.

## **6. Payment**

- A. Upfront Payment
  - a. We will be responsible for managing and processing your payment and ensuring the completion of your transaction with our Service Provider. In this case, your payment constitutes final settlement of the 'due and payable' price.
  - b. Upfront Payment may be taken when you make your Booking, and it may be non-refundable, it may have to be settled before the service will be provided in case of bank transfers (invoice). So before you book, please

check the Third-Party Terms (available as part of the service description), which we don't influence and aren't responsible for.

- c. You might be charged for a service partially as a deposit, and the remaining balance will be due on the Day of Service. If this applies, we will clearly state this in the service description and Third Party Terms.
- d. A deposit is non-refundable in case you cancel the service, unless otherwise stated in the Third Party Terms or service description.

#### B. Payment on Day of Service

- a. If the Service Provider charges you, this will usually be in person at the start of your Activity / Service. The payment options available will be stated in the service description.
- b. You might be charged in full, or have to pay the remaining balance in case you have already paid a deposit. This depends on the Upfront Payment policy of the Service Provider as communicated to you in the booking process and service description.

#### C. Payment Information

- a. You need to ensure that you provide your full name, booking number, or invoice number when you settle the payment, so we can track your payment efficiently.
- b. In case we cannot track and identify your payment, we are not liable for any delays or consequences for late payments.
- c. If Payments are identified after the service date (too late), the service is automatically canceled and we will refund according to the Third Party Terms or terms stated in the service description.

## **7. Booking Policies, Third Party Terms and Service**

- A. When you make a Booking, you accept the applicable policies as displayed in the booking process. You'll find each Service Provider's cancellation policy and any other policies (about age requirements, security/damage deposits, additional supplements for group Bookings, extra beds, breakfast, pets, cards accepted, etc.) on our Website(s): on the Service Provider information pages, during the booking process, in the fine print, and/or in the confirmation email or ticket (if applicable).
- B. If you cancel a Booking or don't show up, any cancellation/no-show fee and any refund will depend on the Service Provider's cancellation/no-show policy as stated in the service description.
- C. Some Bookings can't be cancelled for free, while others can only be cancelled for free before a deadline, also this will be stated in the service description.
- D. Therefore, refunds can only be granted according to the Third Party Terms and service description.
- E. In case of refunds, we or the service provider can charge a general cancellation fee of 15%.
- F. If you book a Activity by paying in advance (including all price components and/or a damage deposit if applicable), the Service Provider may cancel the Booking without notice if they can't collect the balance on the date specified. If they do, any non-refundable payment you've made will only be refunded at their discretion. It's your responsibility to make sure the payment goes ahead on time (that your bank, debit card or credit card details are correct, and that there's enough money available in your account).
- G. If you think you're not going to arrive on time, please contact us or your Service Provider / Third Party if we have shared with you the direct contact details and tell them when they can expect you, so they don't cancel your Booking. If you're late, or don't show up we are not liable for the consequences (e.g. the cancellation of your Booking, or any fees the Service Provider may charge).
- H. As the person making the Booking, you are responsible for the actions and behavior (in relation to the Activity) of everyone in the group. You are also

responsible for obtaining their permission before providing us with their personal data.

- I. We have the right to stop you making any Bookings, to cancel any Bookings you've already made, and/or to stop you using our Website(s), our Customer Service, and/or your Account. Of course, we'll only do this if, in our opinion, there's a good reason to - for example:
  - fraud or abuse
  - non-compliance our terms, with applicable laws or regulations
  - inappropriate or unlawful behaviour (e.g. violence, threats or invasion of privacy) in relation to us, any of the companies we work with – or anyone else, for that matter.
  - If we cancel a Booking as a result, you won't be entitled to a refund. We may tell you why we've cancelled your Booking, unless telling you would (a) contravene applicable laws and/or (b) prevent or obstruct the detection or prevention of fraud or other illegal activities. If you believe we have incorrectly cancelled your Booking, please contact our Customer Service team.

## **8. Activity Cancellations**

3. If you cancel, these general cancellation regulations apply for activities, unless stated otherwise in the Third Party Terms and/or service description

- MORE THAN 48 hours before DAY on which your service is due to start, you'll receive a full refund
- Between 48 hours and 24 hours before the DAY OF THE activity we'll refund 50% what you paid.
- Less than 24h before the DAY of the activity is due to start (or you just don't turn up - no show) you'll receive no refund.

## **8. Intellectual property rights**

- A. Unless otherwise stated, all rights in our Website(s) (technology, content, trademarks, look & feel, etc.) are owned by bali.com (or its licensors).
- B. You're not allowed to monitor, copy, scrape/crawl, download, reproduce or otherwise use anything on our Website(s) for any commercial purpose without written permission of bali.com or its licensors.
- C. We have the right to block anyone (and any automated system) we suspect of:
  - a. conducting an unreasonable amount of searches
  - b. using any device or software to gather prices or other information
  - c. doing anything that places undue stress on our Website(s).
- D. If we have provided direct access to uploading content onto our website(s) or if you, as a service provider or Third Party provide any information about the services to us, by uploading any picture to our Website(s) (with a review, for example), or sharing with us any other form of content you're confirming that:
  - a. it's truthful (you haven't altered the picture, for example, or uploaded a picture of a different property)
  - b. it doesn't contain any viruses
  - c. you're allowed to share it with us
  - d. we're allowed to use it on our Website(s) and in relation to further commercial purposes (including in a promotional context), everywhere, forever (when you let us know we can no longer use it we will consider any such reasonable request)
  - e. it doesn't infringe the privacy rights of other people
  - f. It does not go against any laws or local regulations
  - g. you accept full responsibility for any legal claims against bali.com related to it.
- E. We're therefore not responsible and liable for any picture uploaded or content shared and we're allowed to remove any picture or content upon our discretion.

## **9. Customer Service**



If you have a query or complaint, please contact our Customer Service team under [inquiry@bali.com](mailto:inquiry@bali.com) or [visa@bali.com](mailto:visa@bali.com) or any other email related to @bali.com that we might provide in the service description.. You can do this by accessing your Booking, or through our app, or through our Help Centre (where you'll also find some useful FAQs). You can help us help you as quickly as possible - by providing:

- your Booking confirmation number, your contact details, the email address you used when you made your Booking
- a summary of the issue, including how you'd like us to help you
- any supporting documents (bank statement, pictures, receipts, etc.)

2. All customer report requests are recorded, and the most urgent ones are treated as highest priority.

We may help you communicate and get in touch with your Service Provider or Third Party Provider, but we can't influence if and how fast and in what manner they respond.

## **10. Limitation of liability**

A. To the extent permitted by mandatory consumer law, we'll only be liable for costs you incur as a direct result of a failure on our behalf. This means, to the extent permitted by law, we won't be liable for (e.g.) any:

- indirect loss or indirect damage
- inaccurate information about a Service Provider
- product, service or action of a Service Provider or other business partner
- mistake in an email address, name, phone number or credit card number (unless it's our fault)
- force majeure or event beyond our control.

- B. If you are in breach of these Terms and/or the Service Provider's & Third Party Terms, to the extent permitted by law:
- we won't be liable for any costs you incur as a result, and
  - you won't be entitled to any refund.
- C. We are not responsible for any delays of the service provider for pick-up services, we are neither liable for any wrong-doings of the service provider or in case of any dispute between you and the service provider.
- D. To the extent permitted by law, the most that we, or any Service Provider, will be liable for (whether for one event or a series of connected events) is the cost of your Booking, as set out in your confirmation email.
- E. Nothing in these terms will limit our (or the Service Provider's) liability in respect of our (or their) own (i) negligence that leads to death or personal injury or (ii) fraud or fraudulent misrepresentation.
- F. We don't make any promises about Service Providers' products and services (apart from what we expressly state in these Terms). Making the right choice(s) is entirely your responsibility.
- G. You may be protected by mandatory consumer protection laws and regulations, which guarantee you rights that no company's terms can overrule. In that case, our liability is determined not just by these Terms, but also by any applicable consumer protection laws and regulations.

## **10. Applicable law**

1. To the extent permitted by mandatory local (consumer) law, these Terms and our services will be governed by Indonesian law.
2. To the extent permitted by mandatory local (consumer) law, any dispute will exclusively be submitted to the competent courts in Denpasar.

## **11. Contractual relationship**

- A. When you make a Booking for a service that is not directly provided by us and therefore clearly stated as such, it's directly with the Service Provider. We're not a 'contractual party' to your Booking.
- B. We, PT Pintu Bali Digital have the right and contractual license to offer and sell services on the Website(s) granted to us by the owning company which is not responsible for any content or offers.
- C. Our Website(s) only shows Third Party services that have a commercial relationship with us.
- D. Information about Service Providers & Third Parties and their Activities (e.g. prices, availability and cancellation policies) is based on what they provide to us. They're responsible for making sure it's accurate and up to date.

## **12. Service Providers' & Third Party's Services**

- A. We give Service Providers the opportunity to showcase their businesses and services and they promote and sell their services – and you can book them.
- B. Once you've booked your service, we will provide you and the Service Provider with details of your Booking and payment methods chosen, and payment status.
- C. Depending on the terms of your Booking, we may be able to help you change or cancel it if you wish to.
- D. We act solely as the Website(s) and are not involved in the Third-Party Terms. We are not responsible for your ticket and (to the fullest extent permitted by law) have no liability to you in relation to your Booking.

## **13. Your responsibilities**

- A. Fill in all your contact details and necessary information in the provided fields correctly, so we and/or the Service Provider can provide you with information about your Booking and, if necessary, contact you.
- B. You must provide accurate date, time and location for any pick-up services and ensure that you are present accordingly. If there are any delays it might result in a non-refundable cancellation depending on the service description and third party terms. We are not liable for any consequences caused by you not being present at the location and time of pick-up.
- C. Read these Terms and the terms displayed during the booking process carefully.
- D. Follow the instructions of the service provider and obey to the service terms,, third party terms as stated in the service description, and, if applicable to the regulations and damage policies the moment you participate or claim the activity or service
- E. You are responsible to settle the payment in time, and ensure the payment is settled according to the details stated in the invoice and / or service description.
- F. Further It's your responsibility to:
  - a. carry a valid passport or identification if required
  - b. comply with any entry or participation requirements
  - c. Ensure you and all participants are above the minimum age, in case such a requirement is stated in the service description
- G. For activities that require a pick-up or can only be provided if the provider can be in touch with you e.g. **Rental & Transport**, at and around your Pick-up Time, you must have the phone (whose number you entered when you made your Booking) switched on and able to receive calls/texts, in case the service provider needs to contact you. We can't guarantee they'll be able to reach you through messaging applications such as WhatsApp or Viber.

VERSION: 2.0

DATE: 1st May 2022

We'll update these terms of service on a regular basis.