

Terms and Conditions DMOB BALI (PT DMOB Bali Jayasri)

The Booking Confirmation is to be read together with these Terms and Conditions (“Terms and Conditions”), which apply to all reservations and tours, unless otherwise specifically stated. Additional terms (“Addenda”) may also apply to other holidays packages, inclusions and add-ons, which can be found at <https://staydmob.com>

Please carefully review these Terms and Conditions, as well as the terms of any applicable Addenda before making your reservation. By making a reservation with us, you are deemed to have read, understood and accepted these Terms and Conditions, and the terms of any applicable Addenda.

I. Reservation, Deposit and Full Payment

To make a reservation, you need to place a mandatory 50% deposit with us from the total of your booking (per Booking reference). This deposit will form part of your final payment. The minimum deposit is 50% and is non-cancellable and non-refundable. You will be notified upon arrival, should a higher deposit be required for your specific booking due to any add-ons you may have included into your reservation after the initial reservation had been made.

To confirm your reservation, you must also submit to us, or to your travel advisor, accurate and complete details for all persons in your travel group, together with the deposit payment, failing which we reserve the right to treat your reservation as withdrawn. Full payment balance of the said reservation may be collected upon arrival before check-in.

II. Cancellations and Amendments

Cancellation by guest after the confirmation had been generated is non-refundable.

In case of *Cancellation by the Company* we will endeavour to notify you at least 3 days before your reservation arrival date; If no alternatives are offered or should you decide not to accept any alternative offered, we will fully refund all payments received from you for

the reservation in full discharge of our obligations to you.

All rights and entitlements of a Customer or Traveller in relation to any reservation booked with us are personal to such Customer or Traveller and may not be assigned without our express written consent. Any change to the identity of a traveller or to the designated departure date shall be deemed a cancellation of the reservation and a cancellation fee equivalent to your deposit (50% of the reservation) is forfeited.

III. Mode of Payment

Down-payment on reservations done online may be paid through major accepted credit cards. Balance of the reservation due may be settled with the same card, another card under the guest name or cash in local currency (IDR-Indonesian Rupiah). In the invoice, we will also clearly indicate any additional charges for extra services that may be incurred by the Customer. A receipt in every settlement is automatically emailed to the email recorded (see Company Privacy Data).

IV. Confidentiality and Privacy

We will comply with all relevant obligations under the Personal Data Protection Act (“PDPA”) governing the collection, use, disclosure and care of your personal data in accordance with our privacy statement, a copy of which can be found at <https://Staydmob.com/Privacy>

V. Third Party Providers

We incorporate and rely on the services of OTAs, F&B outlets and other third-party service providers for our reservations. These Terms and Conditions and all arrangements or bookings relating to the booking are additionally subject, in every respect, to any terms and conditions that may be imposed by these third-party service providers. Whilst we will endeavour to render reasonable assistance to our Customers wherever possible, we have

no control over these third party service providers and shall not be liable, in any way, for any changes made by or acts or omissions on the part of such third party service providers in connection with any reservations.

VI. Rights, Disclaimers and Indemnity

Without limiting any other provision of these Terms and Conditions, to the fullest extent permitted by law, we shall not be responsible or assume any liability to any Customer or traveller for:

- (a) any injury, damage, loss or delay affecting any person or property not arising from our own negligence or breach;
- (b) any loss, damage, cost, expense or delay suffered or incurred due to circumstances beyond our reasonable control, including but not limited to:
 - (i) actions or omissions of third parties (including any applicable third party service providers);
 - (ii) mechanical breakdowns;
 - (iii) a Force Majeure Event;
 - (iv) a failure by the Customer or traveller to comply with any of his or her obligations hereunder;
 - (v) a failure by the Customer or traveller to possess, obtain or maintain any travel documentation required for the Package Tour (e.g. health certificates, visas, valid passports, etc.);
 - (vi) a failure by the Customer or traveller to follow reasonable instructions, including but not limited to noting and complying with specified check-in and check-out and/or meeting places and times.

To the fullest extent permitted by law, our maximum liability to any customer for any loss, damage, cost and/or expense shall in no event exceed the amount of the reservation fare paid to and received by us in respect of such customer. You agree to indemnify us, our affiliates and our respective officers, directors and employees, immediately on demand, against all claims, liabilities, damages, costs and expenses, including legal fees (on a full

indemnity basis), arising out of any breach of these Terms and Conditions by you.

VII. Miscellaneous

We reserve the right to change, amend, insert or delete any of these Terms and Conditions, or policies contained therein, from time to time. The latest copy of these Terms and Conditions is maintained and made available on our website. Customers and travellers are responsible for periodically checking our website to update themselves on the latest Terms and Conditions.

PT DMOB BALI JAYASRI (Ducatus Properties Pte Ltd)

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