

This website <https://hotel.sem9.gg/senai> ("**Website**") is owned and operated by Pan Eramas Hotel Sdn Bhd ("**Company**"), a company incorporated under the laws of the Malaysia with an address of No.21, Jalan Terminal 1, 81400 Senai, Johor, Malaysia.

Your access to the Website is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained below and elsewhere on the Website (collectively, "**Terms and Conditions**"). By using the Website, you will be deemed to have accepted these Terms and Conditions.

By accepting the Terms and Conditions, you will be entering into a binding agreement with the Company and its affiliates and subsidiaries ("**Group of Companies**") and the hotel managed by the Company ("**Hotel**") for the use of this Website. The use of "**we**" or "**us**" refers to the Company, Group of Companies and the Hotel.

UPDATED: 1st May 2022

Use of the Website

1. The Website allows you to access the reservation services of the Hotel under the Company.
2. The Website also provides marketing and promotional information about products, services and activities on offer by Group of Companies and the Hotel.
3. The Website and its content are made available for your personal, non-commercial use. The Website should not be used for unlawful, immoral or illegal purposes or for any purpose other than those stated in the Terms and Conditions. The Company reserves the right to deny access to the Website to any user who violates the Terms and Conditions, the Privacy Policy, the Cookies Policy or at its sole discretion.
4. You must not engage in any conduct or do anything that would damage, impair or interfere with the operation or security of the Website, the system hosting the Website, or any of our computer systems.
5. You must be of sufficient legal age and capacity to make reservations for rooms through the Website. If you are a child or minor, you may only use the Website and services available on the Website with the permission of your parent or guardian.

Intellectual Property

6. The Website contains proprietary information, content and materials, including but not limited to text, graphics, images, photographs, videos, music, sound, icons, logos, designs, trade names, trade secrets, patents, trademarks, software codes and technologies ("**Content**"), that is owned by Group of Companies and/or third parties and is protected by applicable intellectual property and other laws, including but not limited to copyright. No licence is granted in respect of those intellectual property rights. Your use of the Website does not grant, transfer to or confer upon you any right, title or interest in the Content.
7. By using the Website, you agree to comply with all end user agreements and privacy policies of third parties.
8. You agree that you will not use the Content in any way whatsoever except for use of the services available on the Website in compliance with the Terms and Conditions. The Website may only be used for personal and non-commercial purposes. You must not print, copy, modify, publish, reproduce, distribute, re-transmit, transfer, upload, download, store, display in public, sell, licence, reverse engineer, decompile, or disassemble the Content without the prior written consent of Group of Companies, save and except to the extent permitted by

copyright laws and/or for the downloading and printing of the Content for personal record-keeping purposes only.

9. You must also not engage in any conduct that infringes, violates or misappropriates any intellectual property rights of Group of Companies or any other party, and such infringement, violation or misappropriation shall amount to a breach of the Terms and Conditions. No permission or authorisation is granted to you to use, or permit others to use the Company's icons, site addresses, or any other means to hyperlink other Internet sites with any page in the Website unless specifically permitted by the Company in writing.
10. You can send your comments, suggestions, ideas, or feedback concerning the Website or any of the services made available to you on the Website or the Hotel ("**Feedback**"). You agree that if you provide any Feedback to us, we will own all right, title and interest in and to the Feedback, even if such Feedback is provided in confidence. We will be entitled to use the Feedback without restriction. You irrevocably assign to us all right, title and interest in and to the Feedback and agree to provide us with any assistance we may require to document, amend and maintain our rights in the Feedback.

Reservations

11. By using this Website to make reservations with a Hotel, you agree to be bound by all of such Hotel's standard terms and conditions and by any other policies, terms and conditions that may apply.
12. By using this Website to make reservations, you hereby authorize the Hotel and us to use your personal information including credit/debit card information that you provide to us for the purpose of the reservation.
13. You may only make reservations through this Website for yourself and your guests. You are prohibited from using this Website for the purposes of reselling, posting, advertising or marketing reservations (whether online or otherwise) to third parties including online agents, third-party owned websites, or travel agents.
14. The Hotel reserves the right to require proper proof of identity (e.g. passports or national identity cards) from all persons checking in. We have the absolute discretion to refuse to check in if the identity does not match with the person mentioned in your reservation or if anyone refuses to provide the requisite proof of identity to us. We reserve the right to cancel or modify at our sole discretion any reservations that have been made in breach of the Terms and Conditions or for false, fraudulent or unauthorized purposes.

Cancellation Policy

15. The cancellation policy of any reservation may vary depending on the room rates, occupancy levels, availability or other Hotel requirements. The cancellation policy will normally be provided to you along with the confirmation of your reservation. Any cancellation of your reservation through this Website must comply with the cancellation policy applicable to the reservation. It is our strict policy that cancellation of any reservation can only be done via the following methods:

T: +60 11-6510 7504 (WhatsApp available)

E: fom.senai@hotel.sem9.gg

The Hotel has no obligations to consider requests made other than through the above methods, but may choose to do so on a case-to-case and good will basis.

16. Notwithstanding the foregoing, it is our standard cancellation policy:

- Unless otherwise specified, we shall refund you your payment if you decide to cancel your reservation within 24 hours upon your reservation confirmation save that a transaction fee of 5% will be charged which is non-refundable.
- in respect of online reservation, in the event of a cancellation of the same less than 72 hours prior to 3.00pm of your scheduled arrival date (according to the local hotel time), the Hotel has the right to charge you a sum equivalent to one night;
- if you fail to show up on the arrival date, the Hotel has the right to charge you a sum equivalent to one night;
- in respect of in-person reservation, in the event of a cancellation, the Hotel shall hold your funds for up to 9 months from the date of your scheduled arrival date (according to the local hotel time) until you utilize the same, subject to availability and any other additional terms and conditions imposed by the Hotel at its sole discretion. For the avoidance of doubt, your funds remitted to the Hotel shall be forfeited in full in favour of the Hotel if you fail to utilize the same within the 9 months period as described above.

Credit/ Debit Card Information

17. In certain reservations, you may be required to provide valid credit/ debit card information (such as card type, card number, expiry date and the full name shown on the card) to us to secure your reservation or to pay an advance deposit for prepaid or advance purchases. No payment will be deducted from your credit/ debit card at the time of reservation unless it is for prepayment or advance purchase.
18. By providing your credit/debit card information, you represent and warrant that (i) you are legally authorized to use the credit/debit card you provided; (ii) you authorize us to charge you in full for all charges incurred by you and your guests (if applicable) or charged to your account for all products and services purchased by you and any damage or loss caused by you and your guests during your stay (including, without limitation, damage to the Hotel's property); (iii) you authorize us to charge you in full the prepayment or advance purchase at the time of reservation; and (iv) you authorize us to charge any cancellation charges to your credit/ debit card.
19. While all reasonable security measures will be taken to secure your credit/debit card information, you agree to hold us and our employees and officers harmless and release us from any actions, claims, liability, damage or loss resulting from any loss, release, compromise, or disclosure of your credit/debit card information caused by malware attacks, phishing attacks, viruses, hacking activities, malicious software and any other unlawful interference of the Website's operating system or unauthorized access by third parties.

Payment

20. Where applicable, you agree that you may be charged a certain deposit to be determined by the Hotel prior to check-in.
21. Other than that, you may charge the purchase of goods and services including food and beverage or other Hotel activities to your room during your stay. You are personally liable for the full payment of all such charges which may include any applicable service charges, duties, taxes, or tariffs. You are required to pay and settle all such charges fully upon receipt of the Hotel bill or during check-out.
22. All payments made by you are subject to your respective bank's charges for foreign transaction fees, where applicable. Additional foreign exchange fees may also apply if any other currency, which is not from your originating issued card's country, is selected to be charged.
23. If you choose to check out of the Hotel without settling your bill in full, you expressly and irrevocably authorize us to charge to your credit/debit card, which was used at the time of check-in, provided to secure your reservation, or saved in your account (whichever is

available), all charges you and your guests may have incurred including any damage or loss caused by you or your guests to the Hotel during your stay.

Valuables

24. You are advised not to bring expensive jewellery, precious goods or excessive amounts of cash onto the Hotel premises and you do so at your own risk. While we provide reasonable security, the Hotel are not designed as high security areas for the safekeeping of expensive jewellery, precious goods or large sums of cash. Please ensure that all items of value are always stored securely and not left unattended. To the extent permissible by law, we will not be liable for any loss of or damage to any property brought onto the Hotel premises. In the event that we are found to be liable for any such loss or damage, we shall not be liable for such loss and damage to an amount exceeding the statutory limitation available under the applicable local laws and regulations.

Privacy Policy

25. We respect your privacy and are committed to protecting the privacy, confidentiality and security of the personal data you provide to us or that we otherwise collect about you when you use this Website. How we collect, use and disclose your personal data (including sensitive personal data (where applicable) and overseas transfers of your personal data) is set out in our Privacy Policy found [here](#). Your continued use of and access to this Website constitutes your acceptance of our Privacy Policy.
26. By using this Website, you consent to receiving direct marketing and promotional communications from us. Accordingly, we will send you either via emails, SMS messages, push notifications, telephone calls, post, or social media (e.g .WeChat and Facebook) marketing and promotional information that we think may be of interest to you. You may opt-out from receiving further marketing communications from us at any time by following the unsubscribe instructions contained in the marketing communications or contacting us by email at **marketing.senai@hotel.sem9.gg**.

Disclaimers

27. All reasonable efforts have been made to ensure the accuracy of the content and materials displayed on the Website. We regularly review the Website and, where appropriate, will update pages to reflect any changes to the features, functionality and available services of this Website.
28. The Website, the content and materials, and goods and services on the Website are provided "as is" and on an "as available" basis without warranties of any kind, and we disclaim all warranties, whether express or implied, to the maximum extent permitted by law, including but not limited to warranties of title, merchantability, fitness for purpose, non-infringement of intellectual property or proprietary rights, confidentiality or privacy of any communication or information transmitted on the Website or any sites linked to the Website, compatibility between the Website and any software or hardware, accuracy, reliability or availability of the goods and services on offer, or arising from course of dealing or usage of trade. You accept all risk and responsibility for your use of the Website, including the submission of any personal information and credit/ debit card information.
29. The materials on the Website are for general information only and nothing in the Website contains professional advice or any binding commitment upon us in relation to the accuracy, reliability or availability of the products and services on offer or provided by us.
30. All images on this Website were correct at the time they were produced and are intended only to give a general impression of the Hotel, their features, facilities and services. The climatic or environmental conditions depicted in the images are those prevailing at the time these images were created. These conditions may vary from time to time and may not represent actual

conditions at any location at any given time. Individual features of the Hotel depicted here may also be subject to change without notice. These images should not be construed as representations of any kind and are not intended to form part of any contract or warranty and no person may rely on them for any such purpose.

31. Your use of the Website is at your own risk. We do not warrant or represent that your access to the Website will be uninterrupted or without any error or that any information, data, content or other material accessible in connection with the Website will not have viruses, bugs, malwares or other harmful components that may interfere with or damage the operation, security or functionality of your device(s).
32. You acknowledge that your access to the Website on your device(s) depends on the mobile network carrier or Internet. You agree that we are not responsible for any delays, interruptions or suspension of the services available through the Website which are caused by the failure of network connectivity. You also agree that we are not responsible for any malfunctions, failures, difficulties, or lost, stolen or misdirected messages, transmissions or entries, or the security of any communications entered by you. To the full extent permitted by law, we shall not be responsible for injury, loss or damage to your device(s), or interception, use or disclosure of confidential information (such as credit/ debit card information or other personally identifiable information), arising out of your use of the Website or any sites linked or associated with the Website.

Limitation of Liability

33. Notwithstanding all efforts made by us to ensure the security, functionality and accuracy of the Website, and to the full extent permitted by law, we shall not be liable to you or to anyone (whether in tort, contract, equity, or otherwise) for any loss or damage of whatsoever amount (including but not limited to direct or indirect loss, loss of profits or data, or special, incidental, exemplary, punitive or consequential loss) arising out of or in connection with (i) any use, reference to or reliance on any content or materials in the Website; (ii) any inaccuracies, omissions, mis-statements or errors in any content or materials in the Website; (iii) the access to or use of the Website; (iv) the access to or use of any information held on or through the Website by unauthorised third parties; (v) any delays, disruptions, defects, failures, or technical errors caused by the Website; (vi) any acts, omissions, errors, warranties, representations, breaches, or negligence of third parties or any injury, illness, death, loss, or damage arising from your use of any third party websites, applications, products or services available in the Website; or (vii) the performance or non-performance by us with respect to products or services available in the Website; even if you have been advised of the possibility of any or all of the foregoing.
34. Notwithstanding the above, and to the full extent permitted by law, you agree that in the event we are held liable for any damages related to this Website, your sole and exclusive remedy will be limited to the amount you paid for services or products. With respect to services or products provided by third parties, we disclaim any and all liability relating to them. To the full extent permitted by law, you hereby waive any and all rights to bring any claim or action related to this Website in any forum beyond one year after the first occurrence of the kind of act, event, condition or omission upon which such claim or action is based.

Indemnity

35. You agree to indemnify and keep us, our parent company, subsidiaries, affiliates, officers, directors, representatives, employees and agents indemnified from and against any liability, loss, claim, dispute, demand, damage or cost (including without limitation legal fees) which arises out of or is caused by your breach of the Terms and Conditions, your use of the Website or your violation of any laws or third party rights.

Consequences of Non-Compliance

36. If you fail to comply with the Terms and Conditions, without prior notice and without any liability to you or any other person, we reserve the right to take all or any of the following actions:
- cancellation or modification of your reservation(s) or transaction(s);
 - issuance of a warning to you;
 - termination, restriction or suspension of your use of or access to any or all part of the Website;
 - commencement of legal action against you; or
 - disclosure of information about you to law enforcement authorities as we may determine in our sole discretion.
37. The above is not exhaustive. We may take any other action in our absolute discretion.

Third Party Websites

38. The Website may contain information on or links to third party websites (whether through hyperlinks to third party websites or otherwise) that are subject to the relevant terms and conditions of the third party owners. These links are provided solely for your convenience and do not indicate, expressly or impliedly, any endorsement by us for the linked websites or the products or services provided at those websites. Please note that we are not responsible for the content of such websites or for the collection, use, maintenance, sharing, or disclosure of data and information by such third parties. Your link to any such websites is at your own risk and we advise you to check the terms and conditions and privacy policies of those other websites before using them and disclosing your personal data.
39. Occasionally when linking to another website, you may still see the Website's logo or frame. This is to provide you with a seamless experience when visiting the Website. In these cases you are no longer on the Website and you should only link to a third party website if you are willing to accept responsibility for and the risks associated with, use of that website. You will always know what website you are on by checking the location bar within your browser.

Hotel Policy

40. By making reservations with any Hotel, you agree to comply with and be bound by all house rules, regulations, disclaimers, waivers of liability, and policies as prescribed by the Hotel from time to time; all reasonable directions, orders and/or instructions imposed by the Hotel; and all applicable local laws and regulations of the country where the Hotel is located during your stay.
41. You are required to comply with the Hotel's rules and regulations relating to the use of any of the Hotel's facilities, equipment and services. The use of these facilities, equipment and services are entirely at your own risk. To the extent permitted by law, we shall not be liable for any personal injury or loss or damage to property caused to any person arising from or in connection with your use of the Hotel's facilities, equipment and services.
42. For safety, security and housekeeping reasons, the Hotel reserves the right to enter a guest room at least once a day even if the "Do Not Disturb" sign is on.
43. Your non-compliance of any of the above will constitute a breach of the Terms and Conditions. In such an event, the Hotel reserves the right to take all necessary action, including without limitation the actions set out in "**Consequences of Non-Compliance**" above, requiring you to leave the Hotel with no compensation and/or seeking compensation for loss suffered by the Hotel.

44. Nothing contained in the Terms and Conditions shall constitute a waiver by the Hotel or shall compromise the Hotel's rights to rely on and enforce all statutory limitations, defences and powers available to it under local laws and regulations.

Governing Law

45. Except to the extent that another laws are applicable to you during your stay and that such application cannot be waived or altered by contract, the Term and Conditions shall be governed by and construed in accordance with the laws of Malaysia, without giving effect to conflicts of laws, rules or principles.

Amendment of the Terms and Conditions

46. The Company may amend the Terms and Conditions at any time without prior notice. Your continued use of the Website after any such amendment constitutes your acceptance of the amended Terms and Conditions. If you do not agree to the Terms and Conditions or any revised version of the Terms and Conditions, please do not use the Website.

Miscellaneous

47. We retain our right to exercise or enforce any right contained in the Terms and Conditions. In the event that we fail to take action, it shall not be deemed as a waiver of our right or prevent us from taking subsequent action in respect of that right or of any other right.
48. In the event of any provision of the Terms and Conditions being found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Terms and Conditions. All provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
49. The Terms and Conditions are written in the English language and may be translated into other languages. In the event of any inconsistency between the English version and the translated version of the Terms and Conditions, the English version shall prevail.