GUESLIST Customer Terms & Conditions

Last Revised: August 22nd, 2025

Welcome to GUESLIST! These Terms and Conditions ("Terms") govern your access to and use of the GUESLIST mobile application(s) and/or web platform(s) (collectively, the "Platform"), and the services offered through it. By accessing or using our Platform, you agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Platform.

These Terms are important as they, together with any booking confirmation email and pre-contractual information provided before you make a reservation, set out the legal terms on which Services are made available to you through our Platform.

1. Definitions and Interpretation

In these Terms:

a. **"App"**: Refers to the mobile application(s) and/or web platform(s) owned and operated by the Company, through which Services and Deals are offered to Users.

b. **"Booking"** or **"Reservation"**: A confirmed arrangement for a Service or Deal made by a User through the Platform.

c. **"Company"**: Refers to PT NEW DIRECTIONS SUCCESS, doing business as GUESLIST, with its principal place of business at Jl. Sunset Road No. 89, Ruko Sunset Indah I Kav 1, Lingkungan Abian Base, Desa/Kel. Kuta, Kec. Kuta, Kab. Badung, Provinsi Bali 80361, Indonesia.

d. **"Content"**: All text, descriptions, reviews, photographs, images, videos, software, and other content submitted to or displayed on our Platform, including User Content.

e. **"Deals"**: Onsite promotions, sales, or special offers on Services made available to Users through the Platform by Clients/Partners.

f. **"Client(s)/Partner(s)"**: Third-party providers (e.g., accommodations, tour operators, restaurants, activity providers, transportation services, wellness providers, rental services, experience organizers, etc.) that offer Services and Deals through the Company's Platform.

g. **"Platform"**: Refers to the mobile application(s) and/or web platform(s) owned and operated by the Company, GUESLIST.

h. **"Services"**: The wide range of offerings made available to Users through the Company's App and web platform(s) by Clients/Partners, including but not limited to

accommodations, travel experiences, activities, tours, transportation rentals (e.g., bikes, cars, helicopters), wellness services (e.g., massage, barber, tattoo), personal services (e.g., laundry), and various other local products and experiences (e.g., silver making, cooking classes, surfing lessons).

i. **"User"** or **"you"**: Refers to the individual or entity accessing or using the GUESLIST Platform and Services.

j. **"User Content"**: Any Content that you post, upload, transmit, or otherwise make available on the Platform, including reviews, comments, and photos.

2. Your Acceptance of These Terms

2.1. By accessing or using the Platform, you confirm that you have read, understood, and agree to be bound by these Terms, including any policies referenced herein.

2.2. If you are using the Platform on behalf of an entity, you represent and warrant that you have the authority to bind that entity to these Terms, and "you" refers to that entity.

2.3. You must be at least 18 years of age to use the Platform and make Bookings.

3. Your GUESLIST Account

3.1. To access certain features of the Platform and make Bookings, you may need to create a GUESLIST account ("Account").

3.2. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

3.3. You are solely responsible for safeguarding your Account password and for all activities that occur under your Account, whether or not you have authorized such activities. You must immediately notify GUESLIST of any unauthorized use of your Account.

3.4. GUESLIST reserves the right to suspend or terminate your Account and refuse any and all current or future use of the Platform if any information provided during registration or thereafter proves to be inaccurate, false, or incomplete, or if you violate these Terms.

3.5. Account Deletion: You may request to delete your Account by contacting GUESLIST customer support (*see Section 19*). Upon receipt of your request, GUESLIST will process the deletion of your Account in accordance with its Privacy

Policy and applicable laws.

4. Use of the Platform and Services

4.1. Permitted Use: You agree to use the Platform and Services only for lawful purposes and in accordance with these Terms. You shall not use the Platform for any commercial purpose without the Company's express written consent, other than for making legitimate Bookings for personal use.

4.2. Prohibited Activities: You agree not to:

a. Make any false, fraudulent, or speculative Reservations.
b. Access, monitor, or copy any Content or information on the Platform using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission.
c. Violate the restrictions in any robot exclusion headers on the Platform or bypass or circumvent other measures employed to prevent or limit access to the Platform.
d. Take any action that imposes, or may impose, an unreasonable or disproportionately large load on our infrastructure.
e. Deep-link to any portion of the Platform for any purpose without our express written permission.
f. "Frame," "mirror," or otherwise incorporate any part of the Platform into any other website or application without our prior written authorization.
g. Attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by GUESLIST in connection with the Platform.
h. Post or transmit any unlawful, threatening, libelous, defamatory, obscene, pornographic, or other material or content that would violate any applicable law.
i. Infringe upon the intellectual property rights of GUESLIST or any third party.
j. Use the Platform to harass, abuse, or harm another person or entity.
k. Collect or store personal data about other Users without their express consent.
l. Engage in any activity that could damage, disable, overburden, or impair the Platform or interfere with any other party's use and enjoyment of the Platform.

5. User Content and Review Guidelines

5.1. Responsibility for User Content: You are solely responsible for your User Content. You represent and warrant that your User Content is accurate, not misleading, does not violate any applicable laws, and does not infringe upon the rights of any third party

(including intellectual property or privacy rights).

5.2. License Grant: By submitting User Content, you grant GUESLIST a worldwide, non-exclusive, royalty-free, perpetual, transferable, irrevocable, and fully sublicensable right to host, use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from, and publicly display and perform such User Content in any media, now known or hereafter devised, for any purpose, including for advertising and marketing the Platform. You agree that GUESLIST may choose to provide attribution of your User Content at its sole discretion (e.g., listing your first name and hometown on a review).

5.3. Content Standards: You agree that your User Content will not:

a. Be false, unlawful, misleading, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, or otherwise objectionable.
b. Promote racism, bigotry, hatred, or physical harm of any kind against any group or individual.
c. Promote or engage in illegal activities.
d. Infringe any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any party.
e. Contain mass mailings or "spamming," "junk mail," "chain letters," or "pyramid schemes."
f. Impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity, including GUESLIST.
g. Include private information of any third party (e.g., addresses, phone numbers, email addresses, credit card numbers) without their express consent.
h. Contain viruses, corrupted data, or other harmful, disruptive, or destructive files.
i. Be unrelated to the topic or purpose of the section where it is posted.

5.4. Moderation and Removal: GUESLIST reserves the right, but not the obligation, to screen, edit, monitor, remove, or restrict any User Content at any time and for any reason, particularly if it believes in good faith that such Content breaches these Terms or applicable law, or may cause harm to GUESLIST, other Users, or third parties. GUESLIST is not responsible or liable for any User Content posted, stored, or uploaded by you or any third party.

5.5. Disclaimer on Opinions: The opinions and views expressed in User Content are those of the individual users and do not reflect the opinions or views of GUESLIST. GUESLIST does not endorse or guarantee the accuracy, completeness, or reliability of any User Content.

6. Deals and Booking Process

6.1. Service Offering: GUESLIST acts as an intermediary platform to connect Users with Clients/Partners offering various Services and Deals. GUESLIST does not own, manage, operate, or control any of the Services or the Clients/Partners listed on the Platform.

6.2. Booking Confirmation: When you make a Booking through the Platform, you are entering into a direct contract with the respective Client/Partner. GUESLIST's role is solely to facilitate this connection and the booking process. Your Booking is confirmed once you receive a confirmation from GUESLIST, which signifies the Client/Partner's acceptance of your reservation.

6.3. Client/Partner Terms: Each Client/Partner may have its own terms and conditions, policies, and rules ("Client/Partner Terms") that apply to their specific Services and Deals. You are responsible for reviewing and agreeing to these Client/Partner Terms before completing a Booking. GUESLIST is not responsible for any issues arising from your failure to comply with Client/Partner Terms.

6.4. Pricing and Payment:

a. Payment methods accepted will be displayed during the booking process. You authorize GUESLIST (or its designated payment processor) to charge your chosen payment method for the total amount of the Booking.
b. You are responsible for any additional fees, taxes, or charges imposed by the Client/Partner (e.g., local taxes, service charges, security deposits) that are not included in the initial price displayed on the Platform. These will be communicated to you during the booking process and known to GUESLIST.
c. If your payment method is in a different currency than the booking currency, your bank or payment provider may apply currency conversion rates and additional fees. GUESLIST is not responsible for these fees.

6.5. Cancellations, Amendments, and Refunds:

a. Any cancellations, amendments, or refunds for Bookings are subject to the Client/Partner's specific cancellation and refund policies, which will be provided during the booking process.
b. Certain Bookings may be non-refundable, non-cancellable, or non-changeable. It is your responsibility to review these policies carefully before confirming your Booking.
c. GUESLIST will facilitate cancellation or amendment requests in accordance with the Client/Partner's policies but is not responsible for the outcome of such

requests or any fees imposed by the Client/Partner.

6.6. GUESLIST Administrative Fees: In addition to any fees imposed by the Client/Partner, GUESLIST reserves the right to charge an administrative fee for processing certain cancellation or modification requests made through the Platform. Any such administrative fees will be clearly disclosed to you before you confirm the cancellation or modification. These fees are non-refundable unless otherwise stated.

6.7. Client/Partner Non-Performance or Overbooking: In the event that a Client/Partner fails to provide a confirmed Service (e.g., due to overbooking, unavailability, or other reasons), GUESLIST will use commercially reasonable efforts to assist you in resolving the issue, which may include facilitating a refund from the Client/Partner or offering alternative options where available. However, GUESLIST is not liable for the Client/Partner's non-performance or any damages resulting therefrom, as the contract for the Service is directly between you and the Client/Partner.

6.8. Payment Disputes and Chargebacks: If you have a dispute regarding a charge made through the Platform, you agree to first contact GUESLIST customer support (see Section 19) to attempt to resolve the issue amicably. If you initiate a chargeback with your bank or payment provider without first attempting to resolve the issue with GUESLIST, GUESLIST reserves the right to suspend or terminate your Account and pursue any available remedies for unrecovered funds.

7. Promotions and Deals

7.1. GUESLIST may offer various promotions, discounts, promo codes, and special offers ("Promotions") from time to time.

7.2. All Promotions are subject to specific terms and conditions, which will be displayed on the Platform or communicated to you separately. These terms may include limitations such as minimum spend, eligibility criteria, expiration dates, and whether they can be combined with other offers.

7.3. Promotions are generally non-transferable, non-exchangeable, and cannot be redeemed for cash or credit unless expressly stated otherwise.

7.4. GUESLIST reserves the right to modify, suspend, or discontinue any Promotion at its sole discretion, without prior notice. In case of any dispute relating to Promotions, GUESLIST's decision shall be final.

7.5. Audit of Promotion Usage: GUESLIST reserves the right to audit your use of Promotions at any time to ensure compliance with the Promotion terms and to prevent fraud or misuse. Any violation may result in the forfeiture of benefits and/or account

suspension.

8. User Responsibilities

8.1. You are responsible for consulting your physician for current recommendations on vaccinations and for ensuring you meet all health entry requirements and follow all medical guidance related to your activity.

8.2. You are responsible for adhering to all regulations of the destination(s) where you utilize the Services. GUESLIST is not responsible for any issues or penalties arising from your non-compliance with local regulations.

8.3. You acknowledge that certain Services (e.g., adventure activities, rentals, wellness treatments) may involve inherent risks, require specific physical conditions, or necessitate your agreement to additional waivers or terms directly with the Client/Partner. You are solely responsible for understanding and accepting such risks and terms, and for complying with all safety instructions provided by the Client/Partner. GUESLIST is not responsible for any injury, damage, or loss arising from your participation in such Services.

9. Intellectual Property

9.1. All intellectual property rights in the Platform, including its design, text, graphics, software, and all Content (excluding User Content and Client/Partner content), are owned by GUESLIST or its licensors.

9.2. You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use any GUESLIST Content in any way except for your own personal, non-commercial use.

9.3. The GUESLIST name, logo, and all related product and service names, designs, and slogans are trademarks of PT NEW DIRECTIONS SUCCESS. You may not use such marks without the prior written permission of GUESLIST.

10. Privacy and Data Protection

10.1. Your privacy is important to us. Our collection, use, and disclosure of your personal information in connection with your use of the Platform are governed by our Privacy Policy, which is a separate, standalone document. Please review our Privacy Policy to understand our practices.

10.2. By using the Platform, you consent to the processing of your personal data as described in our Privacy Policy.

10.3. GUESLIST is committed to protecting the security of its Platform and user data. We implement reasonable technical and organizational measures to safeguard your information, but we cannot guarantee absolute security against all threats.

11. External Links and Third-Party Websites

11.1. The Platform may contain hyperlinks to websites or applications operated by third parties (e.g., Client/Partner websites, payment gateways, social media platforms). These links are provided for your convenience only.

11.2. GUESLIST does not control such third-party websites or applications and is not responsible for their content, privacy practices, or services. Our inclusion of such links does not imply any endorsement of the material on such websites or any association with their operators.

11.3. Your interactions with third-party websites or applications are at your own risk. You should review the terms and conditions and privacy policies of any third-party sites you visit, as their practices may differ from GUESLIST's.

12. Disclaimers and Limitation of Liability

12.1. The Platform and all Services and Content made available through it are provided on an "as is" and "as available" basis. GUESLIST makes no representations or warranties of any kind, express or implied, as to the operation of the Platform or the information, Content, materials, or products included on the Platform.

12.2. GUESLIST does not endorse or recommend any specific Client/Partner or Service listed on the Platform. Any ratings, reviews, or information about Services are provided by third parties (Users or Clients/Partners) and GUESLIST does not guarantee their accuracy, completeness, or reliability.

12.3. GUESLIST is not a party to the contract between you and the Client/Partner for the provision of Services. GUESLIST has no liability for the acts, errors, omissions, representations, warranties, breaches, or negligence of any Client/Partner or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. Your interaction with any Client/Partner is at your own risk.

12.4. To the maximum extent permitted by applicable law, in no event shall GUESLIST, its officers, directors, employees, or agents be liable for any indirect, incidental,

consequential, special, punitive, or exemplary damages, including but not limited to, damages for loss of profits, revenue, data, use, goodwill, business interruption, or anticipated savings, incurred by you or any third party, whether in an action in contract or tort, even if GUESLIST has been advised of the possibility of such damages.

12.5. In no event shall GUESLIST's total aggregate liability to you under these Terms for any cause whatsoever, and regardless of the form of the action, exceed the total amount paid by you for the specific Service giving rise to the claim during the twelve (12) months immediately preceding the date of the claim.

12.6. Nothing in these Terms will limit GUESLIST's liability for death or personal injury caused by its negligence, fraud, or fraudulent misrepresentation, or any liability which cannot be excluded or limited under applicable Indonesian law.

13. Indemnification

You agree to indemnify, defend, and hold harmless GUESLIST, its officers, directors, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with:

a. Your breach of these Terms or any document referenced herein.

b. Your violation of any law or the rights of a third party.

c. Your use of the Platform or Services.

d. Any Content you provide or submit to the Platform.

14. Modifications to These Terms and Platform Features

14.1. GUESLIST reserves the right to modify these Terms at any time. We will notify you of material changes by posting the updated Terms on the Platform or by other means. Your continued use of the Platform after such modifications will constitute your acceptance of the revised Terms. Any Bookings made prior to the effective date of the revised Terms will be governed by the Terms that were in effect at the time the Booking was made.

14.2. GUESLIST reserves the right to modify, suspend, or discontinue any part of the Platform, its features, or Services at any time, with or without notice. GUESLIST shall not be liable to you or any third party for any such modification, suspension, or discontinuation.

15. Dispute Resolution

15.1. The Parties agree to use their best efforts to resolve any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or invalidity thereof, through amicable negotiations.

15.2. If you have a complaint or issue regarding the Platform or GUESLIST's services, you agree to first contact GUESLIST's customer support through the channels provided in Section 19 ("Contact Us"). GUESLIST will use commercially reasonable efforts to address your concerns and will aim to respond to complaints within a reasonable timeframe.

15.3. These Terms shall be governed by and construed in accordance with the laws of the Republic of Indonesia, without regard to its conflict of laws principles.

15.4. Any dispute, controversy, or claim arising out of or relating to these Terms, or the breach, termination, or invalidity thereof, which cannot be resolved amicably, shall be submitted to the exclusive jurisdiction of the District Court of Denpasar, Bali, Indonesia.

16. General Provisions

16.1. These Terms, together with the Privacy Policy and any other policies or guidelines referenced herein, constitute the entire agreement and understanding between you and GUESLIST regarding your use of the Platform and Services, and supersede all prior and contemporaneous understandings, agreements, arrangements, offers, undertakings, or statements, both written and oral, regarding such subject matter.

16.2. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from these Terms, and the remaining provisions shall remain in full force and effect.

16.3. No waiver of any breach of any provision of these Terms shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of GUESLIST.

16.4. You may not assign or transfer any of your rights or obligations under these Terms without the prior written consent of GUESLIST. GUESLIST may assign these Terms without your consent.

16.5. GUESLIST shall not be liable for any delay or failure in performance under these Terms which result from circumstances beyond its reasonable control ("Force Majeure

Event"), including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, energy, labor, or materials, governmental or regulatory actions or restrictions, sanctions, hostilities of any kind, civil wars, insurrections, nuclear incidents, EMP, pandemic, and essential utilities failure.

16.6. All notices or other communications to you will be sent to the email address associated with your Account or posted on the Platform.

16.7. These Terms are drafted and executed in both the English and Indonesian languages. In the event of any conflict, ambiguity, or discrepancy between the two versions, the Indonesian language version shall prevail and be conclusive. The Indonesian version will be the one used in legal proceedings.

17. Reporting Fraud and Suspicious Activities

17.1. GUESLIST is committed to protecting its Users from fraud and suspicious activities. If you encounter or suspect any of the following, please report it to us immediately:

a. Unauthorized use of your Account or payment method.
b. Suspicious "Deals" or communications (e.g., phishing attempts).
c. Fake reviews or impersonation of GUESLIST, Clients/Partners, or other Users.
d. Any other activity you believe to be fraudulent or in violation of these Terms.

17.2. To report such activities, please contact our customer support team via the methods provided in Section 19 ("Contact Us"). We may require additional information to investigate your report.

17.3. In case of suspected payment fraud, you should also contact your bank or payment provider immediately.

18. Accessibility Statement

18.1. GUESLIST is committed to making its Platform accessible to all users, including those with disabilities. We strive to provide an inclusive digital experience and continuously work to improve the accessibility of our services.

18.2. GUESLIST aims to comply with recognized accessibility standards, such as the Web Content Accessibility Guidelines (WCAG) 2.1 AA. If you encounter any accessibility barriers or have suggestions on how we can improve, please contact us using the details in Section 19 ("Contact Us").

19. Contact Us

If you have any questions about these Terms, the Platform, or need assistance, please contact us at:

Email: info@gueslist.com

20. Survival of Clauses

The following Sections shall survive the termination of these Terms for any reason: Section 1 (Definitions and Interpretation), Section 5 (User Content and Review Guidelines), Section 9 (Intellectual Property), Section 10 (Privacy and Data Protection), Section 11 (External Links and Third-Party Websites), Section 12 (Disclaimers and Limitation of Liability), Section 13 (Indemnification), Section 15 (Dispute Resolution), Section 16 (General Provisions), Section 17 (Reporting Fraud and Suspicious Activities), and Section 20 (Survival of Clauses).