Terms of Service

Revised October 5, 2026 |

Effective date: October 5, 2026

1. Scope, acceptance and contract priority

These Terms of Service ("Terms") govern access to www.simplenight.com, its related subdomains, and Simplenight applications, platforms, software and systems (collectively, the "Service"). The contracting party is Simplenight Inc. ("Simplenight," "we," "us" or "our"), unless a separately accepted agreement or booking disclosure identifies another contracting entity. A reference to an affiliate does not make that affiliate a party to these Terms.

By selecting an acceptance control or otherwise using the Service after receiving notice of these Terms and an opportunity to review them, you agree to these Terms. If you do not agree, do not use the Service. Section 14 contains arbitration and individual-action provisions that may affect your rights, subject to applicable law and the opt-out procedure.

A signed enterprise, Channel or Supplier agreement controls over these Terms to the extent of a conflict. An applicable data processing agreement controls for the processing it covers. Booking-specific Supplier conditions govern fulfillment, eligibility, cancellation and refund conditions when disclosed before purchase, subject to mandatory law. These Terms govern platform use. The Privacy Policy explains personal-data processing; acceptance of these Terms is not blanket consent to that processing.

2. Platform role and independent Suppliers

Simplenight provides a Global Experience Platform that connects distribution channels ("Channels") with independent providers ("Suppliers") of travel, products, services and experiences ("Inventory"). The Service supports product information, reservations, scheduling and payment facilitation.

Unless expressly stated in the booking, the Supplier provides the Inventory and is responsible for its delivery, safety, quality and applicable licenses. Simplenight is responsible for its own contractual and legal obligations. The booking disclosures identify the seller or contracting provider and merchant of record. Simplenight acts as merchant of record where expressly identified; the applicable transaction disclosures control. No marketplace description excludes duties imposed on Simplenight by law.

3. Eligibility and account security

You must be at least 18 and legally capable of entering a binding agreement to create an account or make a purchase. An adult may book for a minor where Supplier rules permit and must provide any required authorization and supervision. If acting for a business or another traveler, you must have authority to do so and provide required notices to that person.

Provide accurate account and booking information, maintain current contact details and protect credentials. Use required security measures, including multi-factor authentication where enabled or required. Promptly report suspected unauthorized access to legal@simplenight.com. You are responsible for activity you authorize; liability for unauthorized activity remains subject to applicable law and the facts of the incident.

Bookings, payments and refunds

4. Booking conditions and traveler responsibilities

Review the price, currency, taxes, fees, availability, cancellation rules, Supplier terms and other material conditions displayed before purchase. A request or payment authorization alone does not confirm a reservation. A booking is confirmed when a confirmation is issued, subject to any conditions clearly disclosed during checkout.

Verify names, dates, destinations, participant numbers and contact details immediately upon receiving confirmation. Report errors promptly through the support option shown in your confirmation. Changes may depend on availability and incur disclosed charges. You are responsible for passports, visas, entry requirements, insurance, health requirements and compliance with Supplier rules. Availability of an activity does not establish that you are eligible to participate.

We may correct inaccurate listings or pricing before confirmation. If a material error is discovered after confirmation, we will explain the issue and seek your agreement to a correction or offer cancellation and the refund required by applicable law. We will not impose an undisclosed price increase without your agreement.

5. Prices, authorization and payment security

The checkout display identifies the amount payable, currency, applicable taxes and disclosed fees. Your bank may apply currency conversion or other charges outside our control. You authorize the identified merchant and payment provider to charge the agreed amount using your selected payment method. Additional charges require an existing disclosed authorization or your separate approval.

Payments are handled through designated payment providers. Payment-security obligations depend on the actual integration, merchant role and card-data environment. We apply applicable PCI DSS obligations to our role. Provider compliance, tokenization and any restrictions on card-data storage must match the current payment architecture; these Terms do not certify a provider or guarantee that every system is outside PCI DSS scope. Do not send complete card numbers or security codes through email, chat or other unapproved channels.

We may perform reasonable fraud screening and request proportionate verification. A suspicious transaction may be held or declined. If a booking cannot be completed, any captured funds will be refunded as required by law and any authorization released in accordance with the payment provider’s procedures.

6. Cancellations, refunds and payment disputes

Cancellation, change, no-show and refund conditions disclosed before purchase apply, subject to mandatory consumer protections. Request cancellation using the method identified in the booking. Refund eligibility depends on the booking conditions, the reason for cancellation and applicable law; some Inventory may be non-refundable where law permits.

If a Supplier cancels or materially fails to provide Inventory, we will assist with the available remedies and honor obligations that apply to us. Approved refunds will ordinarily return to the original payment method, unless law permits another agreed method. We will communicate expected processing time; bank posting time can vary. A refund legally owed by Simplenight will not be conditioned solely on recovery of funds from a Supplier or Channel.

Contact the support option in your confirmation for booking disputes and legal@simplenight.com for unresolved legal concerns. This does not limit rights to dispute a charge with your bank, seek a statutory remedy or meet an applicable deadline. You may not obtain duplicate recovery of the same amount; any correction must be lawful and supported by transaction records.

Acceptable use and intellectual property

7. Permitted use and prohibited conduct

You may use the Service only for lawful purposes within the access granted to you. Business integrations, APIs and administrative functions may be subject to a separate agreement, access limits and published technical requirements. Do not share privileged accounts or use credentials belonging to another person without authorization.

You must not: (a) access another user’s account or non-public data without authorization; (b) defeat authentication, payment, access or rate controls; (c) introduce malware, exploit vulnerabilities or interfere with operation; (d) scrape, harvest or automate access except through an expressly authorized integration; (e) submit fraudulent bookings, false identities or unlawful content; (f) infringe intellectual property or privacy rights; (g) misuse payment instruments or facilitate money laundering; or (h) use the Service contrary to applicable sanctions, export controls or other laws.

You must not reverse engineer, decompile or circumvent technical protections except to the extent a non-waivable legal right permits the activity. Security testing requires prior written authorization unless expressly allowed under a published vulnerability-disclosure program. Report suspected vulnerabilities privately to legal@simplenight.com with enough detail for investigation, without accessing unnecessary data or publicly disclosing personal information.

8. Ownership and limited license

Simplenight and its licensors retain all rights in the Service, including software, interfaces, databases, documentation, designs, trademarks and proprietary technology. Supplier and third-party materials remain owned by their respective rights holders. Subject to these Terms, you receive a limited, non-exclusive, non-transferable permission to access and use the Service for its intended purpose during authorized access.

You may not copy, sell, redistribute, sublicense or commercially exploit proprietary material, or use it to develop competing products or train artificial-intelligence models, without written authorization or an applicable legal right. No ownership is transferred. These Terms do not replace employee or contractor confidentiality and work-product agreements or assign ownership of work created under those agreements.

9. User submissions and third-party services

You retain ownership of content you submit. You grant Simplenight a non-exclusive license to host, reproduce, process and display that content only as needed to operate and support the Service, perform your instructions and comply with law. You represent that you have the necessary rights and permissions. Processing of personal data remains subject to the Privacy Policy and any applicable data processing agreement.

Do not upload third-party confidential material without authorization. We may remove unlawful or policy-violating content and provide notice or a review opportunity where required by law. Feedback may be used to improve the Service without an obligation to compensate you, provided this does not grant rights to your personal data or third-party confidential information.

Third-party links and integrations may have separate terms and privacy notices. We do not control their independent practices. Their availability is not an endorsement, and use remains subject to your applicable rights and our own obligations.

Privacy and information security

10. Privacy, processing roles and retention

The Privacy Policy made available through the Service explains the categories of personal data processed, purposes and lawful bases, recipients, international transfers, retention and available rights. Where Simplenight determines the purposes and means of processing, it acts as controller. Where it processes on a business customer's documented instructions, it acts as processor under the applicable data processing agreement. A Supplier or Channel may be an independent controller for its own processing.

Contract acceptance does not waive privacy rights. Where consent is the applicable legal basis, it must be requested separately as required by law and may be withdrawn without affecting the lawfulness of prior consent-based processing. Marketing and optional tracking choices must follow applicable law and the controls described in the Privacy Policy.

We retain personal data for the purposes and periods described in the Privacy Policy, including necessary booking, tax, fraud prevention and legal records. Deleting an account does not cancel an existing booking or erase records we are legally required or permitted to retain. Retained records remain subject to applicable safeguards. International transfers must use the safeguards required by applicable law; platform availability does not promise storage exclusively in a particular country.

10.1 Data-subject rights and requests

Where applicable, you may request access, correction, erasure, restriction or portability of personal data; object to qualifying processing, including direct marketing; withdraw consent; and raise concerns about qualifying automated decisions. These rights are subject to the conditions and exceptions established by applicable law. You may complain to the competent supervisory authority and seek available judicial remedies.

Send requests to legal@simplenight.com. We may seek proportionate identity verification where appropriate. For GDPR requests, we respond without undue delay and ordinarily within one month of receipt. Where complexity or the number of requests warrants an extension permitted by GDPR, we may take up to two additional months and notify you within the first month, explaining why. Requests are ordinarily free; any refusal or reasonable fee must satisfy applicable law, and we will explain the reason and available remedies. Other jurisdictions' applicable timelines and rights also apply.

Where we act as a processor, we will assist the relevant controller or route the request as appropriate under the data processing agreement. We do not knowingly offer accounts to children under 13. If you believe a child's data was collected inappropriately, contact us. Necessary information about minor travelers must be provided by an authorized adult and processed with the safeguards required by law.

11. Security measures and assurance statements

We maintain technical and organizational safeguards appropriate to the processing and risk, including access management, encryption where appropriate, secure development, vendor oversight, monitoring and incident response. No internet service can guarantee absolute security. We will provide legally required security-incident notifications and meet any applicable contractual notification obligations.

Assurance reports, certifications and assessments apply only to their documented entity, systems, scope and validity period. Current SOC 2 reports, ISO certificates and PCI DSS evidence, where available and appropriate to disclose, are provided separately subject to confidentiality. These Terms do not assert unverified certification, an EcoVadis rating, universal compliance or a guarantee that every control will prevent an incident. Separate negotiated security commitments remain enforceable.

Availability, termination and liability

12. Availability, suspension and termination

We may perform maintenance and update the Service. Availability may be affected by Supplier systems, payment networks, communications outages or other events. No service-level commitment applies unless set out in a separate agreement. Material changes affecting confirmed bookings or paid contractual access will be handled consistently with applicable law and the relevant agreement.

We may restrict or suspend access where reasonably necessary to address fraud, security risk, unlawful activity or a material breach. Where practicable and lawful, we will explain the action and provide a reasonable opportunity to resolve it. Immediate action may be necessary to protect users or systems. Contact legal@simplenight.com to request review of an account restriction.

You may stop using the Service or request account closure. Termination does not automatically cancel bookings, eliminate amounts lawfully owed or remove refund rights. We will handle outstanding bookings, personal-data retention and any legally required refund according to the applicable terms and law. Provisions intended to survive, including ownership, accrued payment obligations, dispute resolution and liability limitations, survive to the extent permitted by law.

13. Disclaimers and limitation of liability

To the extent permitted by applicable law, the Service is provided on an "as is" and "as available" basis. We do not warrant uninterrupted operation or the accuracy of information supplied by independent third parties. These disclaimers do not override express commitments in a booking or signed agreement or exclude warranties and remedies that cannot lawfully be excluded.

Suppliers are independent providers. We do not assume responsibility for their independent acts or omissions solely by facilitating a booking, but remain responsible for our own acts, representations and duties imposed by applicable law. Nothing in these Terms prevents a claim against a Supplier or another legally responsible party.

To the maximum extent permitted by law, neither party is liable to the other under these Terms for indirect, special, punitive or consequential losses, including lost profits, arising from use of the Service. This exclusion does not bar recovery that applicable law requires or losses that cannot lawfully be excluded.

Subject to the exceptions below and any controlling signed agreement, Simplenight’s aggregate liability for claims arising from a particular booking will not exceed the greater of the amount you paid for that booking or USD 100. For claims unrelated to a booking, the limit is USD 100. Related claims concerning the same booking are subject to a single aggregate cap, to the extent permitted by law.

These exclusions and limits do not apply to fraud, willful misconduct, gross negligence, death or personal injury caused by negligence, or any liability that applicable law prohibits limiting or excluding. They do not limit refunds or repayment of amounts legally owed, non-waivable consumer remedies or statutory data-protection compensation rights to the extent those rights cannot lawfully be limited. Your jurisdiction may provide additional protections that prevail over these Terms.

Neither party is responsible for delay caused by events beyond its reasonable control where law permits that exclusion. The affected party must take reasonable mitigation steps. Such events do not excuse refund, payment or other obligations that remain enforceable under applicable law.

Disputes and general terms

14. Dispute resolution and arbitration

14.1 Informal resolution. Contact legal@simplenight.com with your name, relevant booking or account details, the issue and requested resolution. Either party may invite good-faith discussion for up to 30 days. Participation is voluntary and does not delay statutory deadlines, small-claims rights, regulatory complaints or urgent relief.

14.2 Arbitration. Except as stated below and where permitted by law, disputes arising from these Terms or the Service will be resolved by a single neutral arbitrator administered by the American Arbitration Association (AAA). Consumer disputes use the AAA Consumer Arbitration Rules and applicable consumer fee schedule; business disputes use the AAA Commercial Arbitration Rules. Current rules are available at www.adr.org. The Federal Arbitration Act governs this arbitration agreement to the extent applicable. A court with jurisdiction may enter judgment on an award.

14.3 Venue, costs and exceptions. Business arbitration will take place in New York, New York, unless the parties agree otherwise. Consumer hearing location and remote participation follow AAA rules and applicable consumer protections. Costs are allocated under the applicable AAA rules and law; Simplenight pays the amounts those rules require it to pay. Either party may use an eligible small-claims court or seek temporary court relief to preserve rights pending arbitration. Regulatory complaints and non-arbitrable claims remain available. If AAA declines administration because of Simplenight's failure to meet its requirements, the consumer may pursue the claim in a competent court.

14.4 Individual proceedings. To the extent lawful, claims subject to arbitration must proceed individually, and the parties waive a jury trial for those arbitrable claims. No class or representative arbitration is authorized without all parties' consent. This provision does not prohibit public injunctive relief or another remedy that cannot lawfully be waived. A court decides the enforceability of this individual-action provision. If it is unenforceable for a claim or remedy, that claim or remedy proceeds in court and the remaining enforceable provisions continue where legally permissible.

14.5 Opt-out. You may opt out of Section 14's arbitration and individual-action provisions by emailing legal@simplenight.com within 30 days after first accepting this revision. Include your name, account email and a clear statement that you opt out of arbitration. Opting out does not affect other Terms. A material future change to this section requires notice and a new 30-day opt-out opportunity. Mandatory local law may require additional consent or permit court proceedings regardless of this section.

15. Governing law and courts

New York law governs these Terms, except that mandatory consumer and other applicable protections remain available. For court proceedings not subject to arbitration, the parties submit to the competent state courts in New York County or the U.S. District Court for the Southern District of New York, subject to small-claims rights and any mandatory right to bring a claim in another jurisdiction.

16. Updates, notices and miscellaneous

We will post revised Terms with the revision and effective dates. Material changes will receive reasonable advance notice through the Service or appropriate account communications, except where an earlier change is necessary for legal or security reasons. Changes do not retroactively alter confirmed booking conditions or accrued rights without lawful agreement. Where required, we will obtain affirmative acceptance; otherwise continued use after the notified effective date constitutes acceptance to the extent permitted by law.

If a provision is unenforceable, the remainder continues where lawful, subject to Section 14. Failure to enforce a provision is not a waiver. Assignment may not reduce non-waivable rights. These Terms and the applicable documents described in Section 1 constitute the agreement for their subject matter. Electronic records and notices may be used where law permits; they do not replace legally required delivery methods.

17. Contact

Simplenight Inc. | Attn: Legal Department
20105 NE 21st CT, Miami, FL 33179, United States
Email: legal@simplenight.com | Website: www.simplenight.com
For booking assistance, use the support contact in your confirmation.

Internal publication review

Review notes - exclude this page from published customer terms

This revision consolidates the supplied Terms of Service, removes duplicate provisions and repairs the missing Section 14 reference. It preserves the source's New York governing-law approach and booking-based liability limit, while adding statutory exceptions and a consumer-specific dispute procedure. The revision date is October 5, 2026; the effective date must be set when the approved version is published.

Commercial decisions requiring confirmation

Confirm which entity contracts with each customer and who is merchant of record for each transaction flow. The source claimed Simplenight was merchant of record for every purchase; this revision makes that role depend on the actual checkout disclosures. Confirm that checkout, confirmations and Supplier/Channel contracts consistently identify these roles.

Approve the liability cap, including the proposed USD 100 limit for claims unrelated to a booking; consumer protections and enterprise contracts may require different terms. Approve the proposed 30-day arbitration opt-out and material-change notice approach. Counsel should confirm the arbitration clause's enforceability, AAA submission/registration requirements, applicable consumer procedures and jurisdiction-specific addenda.

Operational and privacy alignment

Confirm that booking support, refund processing, fraud screening, account restrictions and privacy-request procedures can fulfill these terms. Verify the legal contact, mailing address and working Privacy Policy link. Publish the Privacy Policy alongside these Terms and reconcile any differences. Confirm the adult-account rule and treatment of minor-traveler information match the product and consent flow.

Validate payment integrations, storage practices and provider PCI DSS evidence before adding named-provider or Level 1 claims. Confirm current SOC 2 report scope and period and ISO/IEC 27001 certificate status before publishing certification claims. The attachment does not establish those facts. EcoVadis ratings are not inserted into the customer contract; any separate rating claim should identify the verified scorecard and assessment date.

Review destination-specific travel, seller-of-travel, package-travel, consumer, sanctions and privacy obligations for supported markets. These general terms do not establish market authorization. Add only the local disclosures and addenda that actually apply. Do not publish this draft automatically or present it as approved legal advice.

Reference checks used for this revision

GDPR: Regulation (EU) 2016/679, including Articles 7, 12 and 15-22. Article 12 supports the response timeline and permitted extension stated in Section 10.1.
https://eur-lex.europa.eu/eli/reg/2016/679/oj

AAA: Current Consumer Arbitration Rules, fee schedule and consumer administration guidance support the consumer/business distinction, cost allocation, small-claims exception and administration requirements in Section 14.
https://www.adr.org/rules-forms-and-fees/consumer/
https://www.adr.org/industries/consumer/

These references inform specific drafting provisions; they do not validate Simplenight's factual compliance or establish enforceability in every market. Legal, compliance and product owners should complete this review before the customer-facing text is approved and published.