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## **Simplenight Inc. Terms of Service**

**Effective Date:** August 11, 2025

**These Terms of Service** ("Terms") apply to the services provided by Simplenight Inc. ("Simplenight," "we," "us," or "our") through its website located at [www.simplenight.com](http://www.simplenight.com) (and any related subdomains) (the "Site") and other Simplenight technology software applications, platforms, and systems (collectively, the "Service").

By using the Service, you agree to be bound by these Terms. If you do not accept these Terms, you must not use the Service.

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### **1. General Terms**

#### **1.1 Description of the Service**

Simplenight provides a Global Experience Platform® that serves as a marketplace, relational database, index, and booking system between global distribution channels ("Channels") and suppliers ("Suppliers") of products, services, and experiences ("Inventory"). The Service facilitates purchasing of Inventory by providing product data, booking, scheduling, and payment processing services.

#### **1.2 Eligibility**

You must be at least eighteen (18) years old or have the consent of your parent or legal guardian to use the Service. If you use the Service on behalf of an entity, you must have the authority to bind that entity to these Terms.

#### **1.3 Privacy Policy**

Your use of the Service is governed by our **Privacy Policy**, which explains how we collect, use, and disclose information. By using the Service, you agree that you have read, understood, and consented to the Privacy Policy.

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## 2. GDPR Rights and Data Subject Requests

Simplenight respects your data privacy and complies with the **General Data Protection Regulation (GDPR)**. Below are the rights you have under GDPR and how you can exercise them:

### 2.1 Right of Access (Article 15)

You have the right to request access to the personal data we hold about you. To request a copy of your data, please contact us at [legal@simplenight.com](mailto:legal@simplenight.com). We will respond to your request within one month, as required by law.

### 2.2 Right to Rectification (Article 16)

If you believe that any personal data we hold about you is inaccurate or incomplete, you have the right to request that we correct or complete it. To do so, please contact us at [legal@simplenight.com](mailto:legal@simplenight.com). We will rectify your information promptly.

### 2.3 Right to Erasure (Right to be Forgotten) (Article 17)

You may request the deletion of your personal data when there is no longer a legitimate reason for us to keep it. This right may be subject to certain exceptions (e.g., legal obligations or other legitimate grounds). To request erasure, please contact us at [legal@simplenight.com](mailto:legal@simplenight.com). We will comply with your request within one month, unless there are legal grounds for retaining the data.

### 2.4 Right to Restriction of Processing (Article 18)

You have the right to request the restriction of the processing of your personal data in certain circumstances, such as when you contest the accuracy of the data or object to the processing. If you wish to restrict processing, please contact us at [legal@simplenight.com](mailto:legal@simplenight.com). We will respond to your request within one month.

### 2.5 Right to Data Portability (Article 20)

You have the right to request your personal data in a structured, commonly used, and machine-readable format, and to transfer it to another data controller. To exercise this right, please contact us at [legal@simplenight.com](mailto:legal@simplenight.com), and we will provide the data within one month, as required by law.

### 2.6 Right to Object (Article 21)

You have the right to object to processing based on legitimate interests or for direct marketing purposes. If you wish to object to the processing of your data, please contact us at [legal@simplenight.com](mailto:legal@simplenight.com). We will consider your objection and inform you of our decision in line with GDPR requirements.

**Note:** If you wish to exercise any of these rights, we may need to verify your identity before fulfilling your request. Please ensure that the request you send includes adequate information to identify you and your account.

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### **3. Use of the Service**

#### **3.1 Merchant of Record**

Simplenight will be the merchant of record for all purchases made through the Service and will process payments for Inventory and facilitate any refunds or adjustments, where applicable.

#### **3.2 Prohibited Actions**

You agree not to misuse the Service, including actions like unauthorized access, reverse engineering, distributing harmful content, or violating any laws related to the use of the Service. See the full list of prohibited actions in the TOS.

#### **3.3 Third Party Links**

The Service may link to third-party websites or services. You are responsible for evaluating whether to use them, and we are not liable for any issues that arise from these external sites or services.

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### **4. Security of Your Information**

#### **4.1 Data Protection**

We employ reasonable security measures to protect your data. However, the Internet is not 100% secure, and we cannot guarantee the security of information transmitted to us.

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### **5. Your Rights Under Data Protection Laws**

#### **5.1 Data Collection and Usage**

Simplenight collects personal data to provide and improve the Service. This includes data like name, email, payment information, and location data. For further details on how we process your data, refer to our Privacy Policy.

#### **5.2 Children's Privacy**

We do not knowingly collect information from children under 13 years old.

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### **6. Dispute Resolution**

#### **6.1 Arbitration**

Any disputes that arise from these Terms shall be resolved through binding arbitration, as detailed in Section 14 of these Terms.

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## **7. Termination of Service**

Simplenight reserves the right to terminate or suspend your access to the Service at any time if you violate these Terms. You may also choose to stop using the Service at any time.

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## **8. Miscellaneous**

### **8.1 Modifications to the Terms**

We reserve the right to modify these Terms at any time. All changes will be posted on the Service, and they will be effective immediately upon posting.

### **8.2 Governing Law**

These Terms shall be governed by the laws of the State of New York.

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## **Contact Information**

If you have any questions or concerns about your rights, our privacy practices, or these Terms, please contact us at:

**Email:** [legal@simplenight.com](mailto:legal@simplenight.com)

**Mailing Address:**

Simplenight Inc.  
20105 NE 21st CT,  
Miami, FL 33179  
Attn: Legal Department

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## **Approval and Acknowledgment**

By using the Service, you acknowledge that you have read and understood these Terms, including the rights and processes outlined above related to GDPR compliance.

**Date of Last Revision:** August 11, 2025