



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 (and any related subdomains) (the "Site") and other Simplenight technology software applications, platforms, and systems (collectively, the "Service").

Simplenight operates as a **Data Controller and Data Processor** depending on the context of processing. Simplenight complies with **SOC 2, ISO/IEC 27001:2022, GDPR**, and applicable **PCI DSS** merchant obligations.

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.

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. Notify Simplenight immediately of unauthorized access or suspected security incidents

Use of the Service with false information or unauthorized access to accounts is strictly prohibited.

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.

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:

1.4 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. We will respond to your request within one month, as required by law.

1.5 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. We will rectify your information promptly.

1.6 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. We will comply with your request within one month, unless there are legal grounds for retaining the data.

1.7 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. We will respond to your request within one month.

1.8 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, and we will provide the data within one month, as required by law.

1.9 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. 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.

Compliance & Security Frameworks

Simplenight maintains:

- **SOC 2 (Security, Confidentiality, Privacy) controls**
- **ISO/IEC 27001:2022 certified ISMS**
- **PCI DSS-aligned payment security controls**
- **GDPR-compliant data handling**

Simplenight implements:

- Multi-factor authentication
- Access control (least privilege & need-to-know)
- Secure development lifecycle
- Vendor risk assessments
- Encryption in transit and at rest
- Security monitoring and incident response

User Responsibilities

You agree not to:

- Reverse engineer, decompile, or modify the Service
- Access accounts or data not belonging to you
- Bypass security controls
- Upload malware, malicious code, or automated scraping tools
- Use the Service in violation of any applicable laws

Privacy Notice

Your use of the Service is subject to the **Simplenight Privacy Policy**, which details:

- The lawful basis of processing
- Data rights under GDPR
- Cross-border data transfers
- Retention schedules
- Supplier and vendor processing

The Privacy Policy is incorporated by reference into these Terms.

PCI DSS & Payment Security

Simplenight:

- Processes all card payments exclusively through **PCI DSS Level 1 compliant processors (PayMaya & ConnexPay)**
- Does **not** store sensitive card data
- Uses tokenization provided by authorized processors
- Maintains mandatory merchant security controls

Chargebacks, refunds, and adjustments will be issued only after Simplenight receives confirmation of funds from Suppliers or Channels.

Intellectual Property

All Simplenight platform content, software, trademarks, databases, and technology are the exclusive property of Simplenight Inc.

You receive a limited, revocable, non-transferable license to use the Service for its intended purpose.

No rights are granted except as explicitly stated.

Service Availability & Modifications

Simplenight may modify or discontinue any part of the Service at any time.

We do not guarantee uninterrupted uptime, although we maintain **SOC 2 / ISO 27001–aligned availability controls**.

Data Retention & Deletion

Simplenight retains personal data:

- As required by law
- As necessary to provide the Service
- According to the Privacy Policy retention schedule
- In accordance with ISO 27001 Annex A (5.28) retention controls

You may request deletion where legally permissible.

Limitation of Liability

To the maximum extent permitted by law:

- Simplenight is not liable for indirect, punitive, special, or consequential damages.
- Total liability shall not exceed the greater of:
 - (a) the amount you paid for the booking, or**
 - (b) USD \$100.00.**

Suppliers are independent contractors; Simplenight is not liable for Supplier actions, omissions, or conditions.

Use of the Service

1.10 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.

1.11 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.

1.12 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.

2. Security of Your Information

2.1 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.

Security Incidents & Notifications

Simplenight complies with:

- **GDPR Articles 33–34**
- **Applicable U.S. breach notification statutes**
- **SOC2/ISO security incident requirements**

You will be notified of a data breach in accordance with applicable law.

3. Your Rights Under Data Protection Laws

3.1 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.

3.2 Children's Privacy

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

4. Dispute Resolution

4.1 Arbitration

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

Dispute Resolution & Arbitration

All disputes shall be resolved by **binding arbitration** under AAA Commercial Rules, in New York, NY.

Class actions are prohibited.

5. 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.

Termination

Simplenight may suspend or terminate your account for:

- Security risks
- Non-compliance
- Fraud or abuse
- Violations of these Terms

You may stop using the Service at any time.

6. Miscellaneous

6.1 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.

6.2 Governing Law

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

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

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

Governing Law

These Terms are governed exclusively by the laws of the **State of New York**.

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: November 25, 2025
