

## 1. GENERAL

a.) The Websites Bali.com, Bali.org, Nyepi.com, Baliguide.com are managed in Indonesia by **PT. Pintu Bali Digital**, a limited liability company established under the laws of Indonesia, domiciled at Jl. Raya Bumbak No. 55, Kerobokan Kelod, Badung – Bali, hereinafter referred to as the “**Balidotcom**”.

On these websites Balidotcom publishes content and information for travelers traveling to and from Bali and other destinations in Indonesia.

b.) Balidotcom offers services and products such as but not limited to Visa / Legal Permits Application Service, Transportation Bookings, Activity Bookings, Accommodation Bookings, to travelers (referred to as “**CLIENTS**”) inside and outside of Indonesia..

c.) Depending on the service Balidotcom might appoint a 3rd party (referred to as “**PARTNER**”) as operator or to fulfill the service.

d.) Balidotcom offers to businesses in Indonesia and abroad marketing, affiliate and advertising products and partnerships (referred to as “**ADVERTISERS**”).

## 2. Facilitating Visas & Legal Permits (the service)

Balidotcom **receives online Visa applications and legal permit inquiries** from CLIENTS and collaborates when required with a Third Party Visa Agency or consultancy service, to submit the applications and to provide sponsorship letters whenever necessary.

Balidotcom **collects from the CLIENT relevant information and documents** needed for the application processes. Balidotcom will check the application data to ensure it is complete and according to the regulations.

Balidotcom charges an application fee that includes the direct costs for the application charged by the government, third party fees such as but not limited to sponsor letters, other fees and consulting fees for the service provided.

Balidotcom will issue an official invoice to clients for the booked services and collects the application fee by bank transfer or other online payment methods.

Only after payments are received in full, Balidotcom will FACILITATE the Visa Application process and submit directly or with the assistance of a third party the application to the immigration office or if necessary to other departments of the Indonesian Government. Balidotcom is not issuing any visas or permit, only the Indonesian Government can issue these documents, balidotcom is facilitating the application process.

Balidotcom adheres to Indonesian immigration rules and regulations and is not responsible if there is any sudden changes published by the immigration, which may cause a delay or rejection for your application or entry into the country (no refund policy).

### **3. Terms & Conditions for Visa/Permits Applications**

**CLIENTS applying for a Visa Service or other legal permits through balidotcom agree to the following terms and conditions**

§ 1 The client is obliged to submit all required documents and information and provide accurate data and answer the questions truthfully.

§ 2 Balidotcom is not responsible and cannot be held reliable for any effects caused by the submission of inaccurate data by the client.

§ 3 Balidotcom maintains the confidentiality and privacy of the CLIENT'S personal data. The data will not be given to any other party but the handling partner if applicable, and the immigration department or any other Indonesian authority relevant to the service..

§ 4 Prices for the services are published on the website and need to be paid in full.

- a. If for any reason the government is increasing its prices for the applied services or charges additional fees while the service is in process, or other additional fees would become applicable due to change of regulations by the government, balidotcom has the right to charge these additional fees and the client is obliged to pay them in order to complete the service.
- b. In case the client does not oblige to pay the additional fees, balidotcom has the right to not complete the service.
- c. The price of the service is stated in IDR. Balidotcom provides the facility for clients to pay in other currencies to selected bank accounts in other countries (AUD, NZD, EUR, USD, SGD, GBP). The prices in these currencies include a small fee for payment fees charged by the payment providers (e.g Wise Ltd).

§ 5. After the Application Form has been submitted as well as all documents and payments have been made, balidotcom will process the application for a Visa/Permit in cooperation with the Third Party within one business day.

§ 6. B211A Application: The duration of the Standard and express service is communicated on the website and on the product pages. Business days are excl. weekends and public holidays. The duration starts AFTER payment is received in full.

§ 7. In case of any delays in processing the application caused by but not limited to: closure of immigration office, problems with the technology, public holidays, etc, Bali.com is not responsible for any delays occurring.

- § 8. The immigration department or any other Indonesian Government office has the right to decline your application without giving any reason which is beyond the control of balidotcom. In such a case no refund can be given. Balidotcom does not guarantee the success of the issuance of the Visa/Permit.
- § 9 If the government changes any regulation that affects your visa/permit application process or the client's travel plans, Bali.com cannot be held reliable for any delays or cancellations.
- § 10 If for any reason, the government will ask for additional documents/ fees/ or guarantees, clients are obliged to fulfill the additional requirements, otherwise balidotcom cannot complete the service and no refund can be given.
- § 11 All official correspondence will be handled by balidotcom via the official email to/from: [visa@bali.com](mailto:visa@bali.com) and or the official whatsapp channel. Any other correspondences and notices that stated coming from the Service but not through the above-mentioned email address will not be considered.

#### **4. Cancellation & Refund**

- § 12 As stated in 3§8 the immigration department or any other Indonesian Government office has the right to decline your application without giving any reason which is beyond the control of balidotcom. In such a case no refund can be given.
- § 13 Once the visa/permit application is in process and has been handed over to the immigration office, it cannot be cancelled, and no refund can be granted.
- § 14 The client has the right to cancel the application due to any reason until balidotcom has submitted the application to the officials, applications can

be cancelled by the client. In this case the client can ask for a refund. Balidotcom will then charge a 15% administration fee.

§ 15 Refunds shall be paid in the currency the payment has been received. The process to receive the refund can take up to 10 working days depending on the payment method chosen by the client

## **5. General Liability**

§ 16 Balidotcom cannot be held reliable for any effects caused by delays or denial of applications by the Indonesian Government.

§ 17 If there are any delays or cancellations for which balidotcom or the partnering agent is directly responsible, therefore caused by balidotcom, the client has the right to ask for a refund for the fees in full, or to ask for a complete new application at the cost of balidotcom. However, balidotcom can not be held reliable for any losses, damages or costs occurring for the client in such a case.

THEREFORE BALIDOTCOM ALWAYS ADVISES CLIENTS TO WAIT TO CONFIRM AND BOOK ANY TRAVEL ARRANGEMENTS SUCH AS TICKETS AND HOTEL BOOKINGS UNTIL THE CORRECT VISA/PERMIT HAS BEEN ISSUED.

§ 18 In case the client breaks any laws in Indonesia or does not comply to the regulations of the visa/permit balidotcom or the sponsoring agent /third party) can withdraw any support or sponsorship arrangement and has the right to take legal actions against the client.

## **6. Accepting Indonesian Laws and Regulations**

§ 19 The client must comply with all rules and regulations in Indonesia and maintain to obey all Indonesian laws while visiting Indonesia.

§ 20 The client must comply with the visa or permit regulation that are related to the visa/permit applied for including but not limited to the purpose of using the Visa/Permit and prevent any actions that potentially breach the laws and regulations in Indonesia.

§ 21 The client might be asked to appear at an appointed Indonesian Government office such as the Immigration Office and/or other Indonesian or local official government offices (Police Station, Banjar/Village Chief, etc.) to follow additional verification processes and/or to bring additional paperwork to maintain validity of the visa/permit. Failure to adhere to this requirement can result in revoking the visa/permit's legal status and balidotcom might be obliged to report the incident to the authorities.

§ 22 In the event that the client committed falsification of data or submitted misleading information including but not limited to identity documents balidotcom remains the right to report the client to the authorities and stop the service without giving any refund.

§ 23 The Service may disclose the client's personal information if requested by the authorities including but not limited to the police, courts, prosecutors, intelligence agencies, and/or testify to the legal authorities to fulfill balidotcom's legal obligations.

§ 25 Balidotcom may cancel the process of the Visa/Permit if client is suspected of providing false information. Any fees that have been made will not be refunded.

## **7. Consent of the client in relation to Visa, Travel & Health Regulations**

§ 26 The client accepts the following regulations in relation to travel requirements and pandemic related

- A. I am aware and understand that the immigration department will charge an overstay penalty of IDR 1mio for every day after the visa has expired
- B. I am willing to follow the monitoring process during the quarantine or isolation period in accordance with health protocol and the provisions of laws and regulations
- C. I have an international health insurance that covers the medical expenses occurring for COVID-19 treatments are needed
- D. I am willing and able to pay for any additional expenses occurring during a COVID-19 treatment or/and due to the PCR examination by Indonesia Healthy Center returns a positive result
- E. I am willing to pay by my own expenses if the result of the PCR examination by Indonesia Healthy Center gives positive covid 19
- F. I certify that I have never been deported from Indonesia as a result of immigration administrative action.
- G. I certify that I have never engaged in any multinational criminal organisation
- H. I certify that I will never take a hostile stance toward the Indonesian government or harm the reputation of the Indonesian people and country in any way.
- I. certify that I will never violate public safety and order and Indonesian moral norms, religion, and customs. During my visit, I will not carry out dangerous activities or violate the prevailing laws & regulations;
- J. I certify that I will never obtain a visa or a stay permit in Indonesia using a false or counterfeit passport.

K. I am aware that the inappropriate use of visas and activities can be a criminal offense as regulated in Law No. 6 of 2011 concerning Immigration

## **8. Force Majeure**

§ 27 Neither party is declared to have made negligence or violated the contents/stipulations of these Terms and Conditions if this was caused by the occurrence of a force majeure. Force majeure(s) in this Terms and Conditions are events that are beyond the ability of all parties and the Service will not be responsible for injury, damage, or loss caused, including but not limited to terrorist activities, sabotage, war, social unrest, changes of Government regulations/policies, natural disasters, fires, riots, other disasters, construction, disease, climatic conditions, criminal acts, abnormal conditions and other conditions beyond control.

§ 28 The party that is experiencing a force majeure is obligated to notify the other party in writing of the occurrence of the force majeure within no later than 3 (three) working days from the date of the force majeure occurrence that may result in a delayed Visa/Permit process. If there is any delay or failure to notify the other party that such event is a force majeure, then the likely event will not be considered/ will not be recognized as a force majeure.

§ 29 Any problems arising from the occurrence of force majeure will be resolved by all Parties through deliberation to reach a consensus.