

Services provided in MalaysiaTravels.com (“Website”) through the ‘Deal Package’ tab is provided solely to assist customers in gathering travel information, determining the availability of travel-related products and services, making legitimate reservations or otherwise transacting business with Travel Agent and Merchant, and for no other purposes.

Please read these terms and conditions carefully before using the services offered by Tourism Malaysia as they contain information regarding your legal rights, remedies as well as your obligations in using the services offered. By visiting the Tourism Malaysia Official Website, you agree that you have read, understood and agree to be bound by these Terms of Service.

1. ACCOUNT REGISTRATION AND SECURITY

To have access and use the features and to have full access to the Website as a Travel Agent or Merchant, you must create and register an account. For Travel Agent, only agents licensed by MOTAC are allowed to register.

You must agree to provide and maintain true, accurate, current and complete information during the registration process and maintaining your account with Tourism Malaysia. Failure to do so shall constitute a breach of this Terms of Service, which may result in the termination of your account.

Tourism Malaysia reserves the right to refuse registration or terminate your account if any information provided during the registration or thereafter is inaccurate, false, or incomplete.

You agree to immediately notify Us of any unauthorised use of your Account. You are fully responsible for all activities that occur under your Account even if such activities or uses were not committed by you. Tourism Malaysia will not be liable for any loss or damage arising from unauthorised use of your Account or your failure to comply the requirements under this Section.

2. INDEMNITY AND WARRANTY

When you, the Travel Agent or Merchant, offer or provide the Deals & Packages to the customers, you are providing them directly to the customers. You acknowledge that the Deals & Packages are not provided by Tourism Malaysia. You agree to be solely responsible for the Deals & Packages posted on the Website as well as the services obtained, accessed, or purchased by the customers from you. Tourism Malaysia is not a party to any arrangement or agreement between the Travel Agent or Merchant and the customers.

The Travel Agent or Merchant hereby agree, represent and warrant:

i. That Tourism Malaysia reserves the rights to conduct the necessary verification to ensure compliance with the Terms of Service. In this regard, the verification process includes, but not limited to, (i) online verification; (ii) verification by requesting the relevant supporting documents; and (iii) face-to-face verification.

ii. The Travel Agent or Merchant acknowledge and agree that they are solely responsible for any and all Deals & Packages provided. Accordingly, all Travel Agent or Merchant represent and warrant that the Deals & Packages provided will (a) comply with all applicable laws, rules and regulations and (b) not conflict with the rights of third parties.

3. TERMINATION OF ACCOUNT

This Terms of Service shall remain effective and in full force for so long as you remain a registered Travel Agent or Merchant under this Website or until terminated by Tourism Malaysia. You may terminate your account and use of the services at any time. Any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your account or use of service, may be referred to appropriate law enforcement authorities. Tourism Malaysia may also in its sole discretion and at any time discontinue providing the service, or any part thereof, without notice. You agree that any termination of your access to the service under any provision of this Terms of Service may be affected without prior notice, and acknowledge and agree that Tourism Malaysia may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the services. Further, you agree that Tourism Malaysia shall not be liable to you or any third-party, including the customers, for any termination of your access to the services or your account.

4. SEVERABILITY

If any provision of these Terms of Service shall be deemed unlawful, void, or for any reason unenforceable under the law of any jurisdiction, then that provision shall be deemed severable from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions in such jurisdiction nor the validity and enforceability of the provision in question under the law of any other jurisdiction.

These Terms of Service shall be governed by and construed in accordance with the laws of Malaysia.

TERMS OF SERVICE TO CUSTOMER

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1. ACCESS AND PURCHASE OF SERVICES

When you access or purchase the services offered by any Travel Agent or Merchant shown on this Website, you are purchasing directly from the Travel Agent or Merchant and not Tourism Malaysia. Upon the access and purchase, you agree to be bound by the terms, arrangement, and agreement as imposed or determined by the Travel Agent or Merchant. The Travel Agent or Merchant are solely responsible for the Deals & Packages posted on the Website as well as the services obtained, accessed, or purchased by the Customers. Tourism Malaysia is not a party to any arrangement or agreement between the Travel Agent or Merchant and the Customers.

2. LINK TO THIRD PARTY WEBSITE

Tourism Malaysia may provide links or access to other sites and resources on the internet. Tourism Malaysia has no control over such sites and resources and Tourism Malaysia shall not be responsible or liable for the contents, features, or behaviours of such sites and resources. You further acknowledge and agree that Tourism Malaysia shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such third-party sites or resources. Any dealings with third parties (including the Travel Agent or Merchant) through such links or access are solely between you and the relevant third parties, and Tourism Malaysia shall not be liable for any loss or claim that you may have against any such third parties.

By accessing the websites and services, customers agree that the Deals & Packages provided by the Travel Agent or Merchant are not within the control of Tourism Malaysia.

3. EXCLUSION FROM LIABILITY

The service is provided on an “as is” and “as available” basis. Tourism Malaysia expressly disclaims all warranties or conditions of satisfactory quality, merchantability, fitness for a particular purpose, or non-infringement. Tourism Malaysia makes no warranty that (i) the Services will meet customers’ requirements, (ii) the results that may be obtained from the use of the Services will be accurate, or (iii) the quality of any products, services, information, or other material purchased or obtained by customers through the Services will meet expectations. Tourism Malaysia is not responsible for and disclaims any and all liability related to all Deals & Packages provided by the Travel Agent or Merchant.

Tourism Malaysia does not warrant the accuracy, completeness and usefulness of the information provided herein inclusive but not limited to resorts, hotels, shopping outlets, homestay, spas, restaurant and etc. The user shall not be entitled to claim detrimental reliance on any information, products, statements provided or expressed or to claim that there is a duty on the part of Tourism Malaysia to update materials provide here by the Travel Agent or Merchant.

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