

WEBSITE

TERMS AND CONDITIONS OF USE

NOW IT IS HEREBY AGREED

In joining and upon purchase of the “Overseas Attractions and Tour” products and service, it is deemed that the customer has fully accepted all the terms and conditions laid by Travel Recommends Sdn Bhd.

DEFINITION

In these Conditions of Use, except where the context otherwise requires or where it is otherwise expressly provided, the following expressions have the meanings respectively assigned to them, that is to say,

- “TR” Refers to Travel Recommends Sdn Bhd and the references of “We”, “Us”, “Ours” and “Travel Recommends”.
- “The Products” Refers to the travel products and services available on TR, regardless of attractions tickets, tours, transport options and other travel related products and services.
- “The Merchants” Refers to the travel merchants and partners TR works with, on travel-related products and services.
- “Customer” Refers to the customer whom purchase or transacted travel products or services from Travel Recommends Sdn Bhd.

1. ACCEPTANCE OF TERMS AND CONDITIONS

- 1.1. The Customer is deemed to have read, understood agreed and accepted the terms and conditions of this agreement upon purchase of “The Products” through Travel Recommends website – www.travelrecommends.com, telephone, facsimile, WhatsApp and (or) other means of methods available.
- 1.2. By this acceptance, the Customer confirms that and shall be fully responsible of all the information provided, are accurate as of the date of provision, reservation and (or) purchase. The Customer agrees to indemnify, defend and hold TR and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors (collectively, the “Indemnified Parties”) harmless from and against any, and all claims, liability, losses, costs and expenses (including attorneys’ fees) incurred by any Indemnified Party in connection with any breach by the Customer of these Terms and Conditions as well as Privacy Policy.

2. ACCESS AND USE OF SERVICES

- 2.1. The Website www.travelrecommends.com, including the subdomains, features, contents and any affiliated websites by Travel Recommends belongs to and are operated by Travel Recommends Sdn Bhd.

2.2. Provision and Accessibility of Services

- 2.2.1. TR may either offer to provide the product and (or) services by itself or on behalf of the appointed operating partners. The Services that is available on the website is solely for Customer's own use, and not for use or benefit to any third party. The term "Services" includes refers to any Services offered by TR as well as the appointed operating partners. TR reserves the right to change, suspend or discontinue any product and (or) services at any time, including availability of any feature, database or content. TR, may also impose limits or conditions on certain products and (or) services or restrict access to any part or all of the services without notice or liability.
- 2.2.2. TR does not guarantee the availability of the services to be available and uninterrupted. TR is not liable to the Customer if the product and (or) service is not available at any time or period. TR is responsible and shall make the arrangements necessary to access to the product and (or) services. TR is responsible to ensure that all other person(s) who access and (or) use the product and (or) services are aware of the Terms and Conditions including any other Terms and Conditions for the services used, and that they comply with them.

3. USE OF CONTENT

- 3.1. All materials available on this website, including but not limited to text, data, graphics, photographs, images, illustrations, audio, video, logo and other materials ("Content") belongs to TR. These are protected by copyright and (or) other intellectual property rights. This website and the content are intended solely for personal and non-commercial use of the Service and may only be used by abiding to the Terms and Conditions.
- 3.2. Should TR grant any access to this website and (or) content, such access shall be non-exclusive, non-transferrable and limited license to access the website in accordance with the Terms and Conditions. TR, may at its absolute discretion and at any time, without prior notice, amend, remove or alter the presentation, substance or functionality of any part or all of the content from the website.
- 3.3. The Customer agrees and shall abide to all copyright notices, trademarks rules, information and restrictions contained in the website and shall not use, copy, reproduce, modify, translate, publish, broadcast, transmit, distribute, upload, display, license, sell, perform or otherwise exploit for any purposes whatsoever this Website on the Content or third party submissions or other propriety rights not belonging to the Customer without expressed prior written consent of the respective owners, or in any way violates any third party rights.

4. LIABILITY FOR THE WEBSITE AND CONTENT

- 4.1. TR cannot guarantee the identity of any other users with whom you may interact within the course of using the website. While TR work to provide as much information on the website, TR cannot guarantee the authenticity and accuracy of any content, materials and information in which the operating partners and third party merchants may provide. Customer understands

- 4.2. and agrees that accessing all materials accessed on the website will be at the customer's risk and he or she will be responsible for any damage or loss to any party resulting there from.
- 4.3. TR will not be liable, at any circumstances, for any content, including but not limited to any errors or omissions in any Content, or any loss or damage incurred in connection with the use of and (or) exposure to any content posted, emailed and accessed or any otherwise made available through this website.

5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. All property rights subsisting in respect to this website belongs solely to TR and (or) have been licensed to TR for use on this website. The website as collective works and/or compilations, pursuant to applicable copyright laws, international conventions, and other intellectual property laws, the customer agrees:
 - 5.1.1. Not to modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works based on, distribute, perform, display, or in any way exploit, any part of the website and the content, software, materials or the Services in whole or in part:
 - 5.1.2. Shall only download or copy the content (and other information displayed on the website or related to the product and (or) service) for personal and non-commercial use, provided that the customer maintains all copyright and other notices contained in such content; and
 - 5.1.3. Shall not store any significant portion of any content in any form. Copying or storing of any content other than personal and non-commercial use is expressly prohibited without prior notice, written permission from TR or from the copyright holder identified in such contents copyright notice.

6. USER REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 6.1. Use of the website, products and services
 - 6.1.1. The customer shall agree, represent, warrant and undertake to TR that the customer will not use this website, products and (or) services in a manner that:
 - 6.1.1.1. Infringes or violates the intellectual property rights or proprietary rights, rights of publicity or privacy, or other rights of any third party; or
 - 6.1.1.2. Violates any law, statute, ordinance or regulation; or
 - 6.1.1.3. Is harmful, fraudulent, deceptive, threatening, abusive, harming, harassing, tortious, defamatory, vulgar, obscene, libellous, or otherwise stated objectionable; or
 - 6.1.1.4. Involves commercial activities and (or) sales without TR's prior written consent such as contest, raffle draws, sweepstakes, barter, advertising, or pyramid schemes; or
 - 6.1.1.5. Contain a virus, trojan horse, worm, time bomb, or other harmful computer code, file or programme.
 - 6.1.2. The customer agrees to be responsible for withholding, filing and reporting all taxes, duties and other governmental assessments associated with the activity in connection with using the service and (or) other services.

7. AUTHORISATION

- 7.1. If the Customer is an entity and not an individual person, the person(s) who, on behalf, represents and signs the Agreement must be rightfully authorised and has been empowered to enter into the Agreement.
- 7.2. The Customer shall agree to authorise TR to access the Customer's information for verification and creditability with a credit reporting agency.

8. PRODUCTS AND SERVICES

- 8.1. Through the website, Customer may purchase the products and (or) services from TR, offered by the merchants and partners in various destinations. The Customer shall and will present the required documents and information that is subjected to the individual product and service policies, no refunds will be granted unless otherwise stated.
- 8.2. If the Customer attempt to use the products and (or) services in an unlawful manner, the respective merchants and (or) partner reserves the right to refuse the Customer and no refunds will be granted.
- 8.3. In cases where date and time is indicated, if the Customer attempts to use the products and (or) services on a different date and time, the merchants and (or) partner reserves the right to refuse the customer and no refunds will be granted.
- 8.4. Image and photos of the product and (or) services shown on the website, including any digital assets belonging to TR and their partners are for illustration purposes only. The actual vehicle for the service depends on the availability at the day of the scheduled pick up.
- 8.5. In any situation where the travel itinerary involves sea transportation and is inaccessible by a car, passenger pick up will happen at the corresponding jetty.
- 8.6. Purchase and the use of physical passes, e-tickets and e-vouchers
 - 8.6.1. The customer may purchase e-vouchers, e-tickets and (or) physical passes (collectively as "Admission Pass") from TR for the product and (or) services offered by the partnering merchants in various destinations. The customer will receive email confirmation of the purchase containing all the relevant details, subjected to the policies of the relevant merchant of the product and (or) service.
 - 8.6.2. The customer must be present at the meeting point as advised by the merchant on time, and present the necessary document and (or) information as requested by the merchant in order to use the admission. If the customer fails to appear on time as agreed and (or) to provide the necessary document and information, refunds of the admission pass will not be granted.
 - 8.6.3. The merchant, may at any time, requires the customer to provide an identification document bearing the customer's photo in order to use the admission pass. TR and its partnering merchants are not responsible for any loss, damaged or stolen admission passes and confirmation emails. Admission passes and confirmation emails will be void if relevant services to be provided are prohibited by law. If the customer attempts to use the admission passes in an unlawful manner (for example, attempt to use for tours and attractions when the customer is not of legal age in the eyes of law or not abiding to the

terms and conditions on the admission passes of the intended destination), the relevant merchant may refuse to accept the customer, and no refunds will be granted.

8.7. Terms of use on the physical passes, e-tickets and e-vouchers

8.7.1. The terms and conditions for each product and services vary amongst the partnering merchant and any restrictions may apply to the use of the product and (or) service, including but not limited to a minimum age requirement, will be conveyed to the customer at the time of purchase on the website.

8.7.2. The products and (or) services are admission passes to one-time only events, tours and attractions (collectively, "Events"): the date(s) on which and when admission passes can be used will be stated on the admission. If the customer does not use them on or by the date(s) indicated on the admission, except expressly set forth therein, no refunds will be granted.

9. PAYMENT AND PAYMENT METHODS

9.1. The Customer agrees and shall authorise that he or she is the rightful individual to make payment on the account by providing TR with a valid credit card.

9.2. TR does not store and (or) hold any of Customer's credit/debit card details in our system. All transactions processed pertaining to Customer's credit and (or) debit card details when payment is made online, in the system. This is to preserve the confidentiality of all users to our website. All transactions will be processed through a secured payment gateway system by 2C2P Pte Ltd.

9.3. TR accepts the following modes of electronic payment processes; Visa, MasterCard, FPX, UnionPay, and manual bank transfers.

9.4. TR reserves the right to request payment of fees or charges for any additional product and (or) services offered by TR. The customer agrees and shall pay for all applicable charges or fees, as describe on the website in relation to such product and (or) services selected by the customer.

9.5. TR, may, at its sole discretion, establish invoicing for Corporate and or other Customers.

10. PRICES

10.1. Prices quoted for the products and (or) services are in Malaysia Ringgit on the website.

10.2. Customer shall agree and accept the prices stated on the website at the time of purchase.

10.3. Prices quoted on the website are subject to changes due to fluctuation of foreign currency exchange rates, difference in the travel seasons. The amount will be adjusted and revised at the discretion of TR and their appointed partnering merchants.

10.4. All prices quoted on the website and any of TR digital assets are fixed price.

10.5. TR reserves the right to change the price list for the fees or charges at any time, upon notice to the customer, by email or posted on the website. Customer's use, or continued use, of the product and (or) services by TR following such notification constitutes the customer's acceptance of any new or revised fees and charges.

11. MODIFICATION, CANCELLATION AND NO-SHOW POLICY

11.1. Customer may cancel the purchase by sending in an email to hello@travelrecommends.com, within the cancellation period as stated in the terms

and conditions of the relevant product and (or) service, at the time of purchase on the website. Cancellation window period vary, depending on the terms and conditions of the partnering merchant and at the discretion of TR depending on the circumstances. For any cancellation, customer agrees to be liable for a 10% administrative charge.

- 11.2. The partnering merchant is the offeror of the product and (or) services for the Events, has the right and is solely responsible for accepting and rejecting the admission the customer purchase, as related to all such product and (or) services.
- 11.3. Customer shall contact to consult with the partnering merchant directly if there any queries and (or) feedback in respect of the product and (or) service received in relation to and (or) at the Event by the merchant. Except expressly set for herein, all fees paid for are not refundable.
 - 11.3.1. In any case where the customer has purchased the admission and the event is cancelled by the partnering merchant, TR will notify customer as soon as reasonably practicable, and will proceed to assist customer on the said matter.
- 11.4. For any purchase of attractions, tours, prepaid SIM cards, and (or) other services for use in overseas, customer agrees to be liable for a 10% administrative charge and shall not fault TR in either of, and or the following circumstances where TR is not responsible for:
 - 11.4.1. Last minute cancellation; or
 - 11.4.2. Fail to collect the admission; or
 - 11.4.3. Fail to utilise the admission during travel period; or
 - 11.4.4. Fail to utilise the admission due to the following reasons:
 - 11.4.4.1. Bad traffic conditions
 - 11.4.4.2. Weather conditions
 - 11.4.4.3. Situations by the act of god
 - 11.4.4.4. Personal reasons

12. LIABILITY, IN COUNTRY SERVICES AND REPRESENTATIONS

- 12.1. TR makes no other warranties, guarantees or representations, either expressed or implied regarding any matter, including but not limited to the merchantability, accuracy, condition or fitness for a particular purpose of the product and (or) services furnished under this Agreement. TR does not represent the product and (or) services offered by the partnering merchant, used by the Customer, will be secure, timely, uninterrupted or error free or that the services will meet the requirements of the Customer, or that all the errors in the services will be corrected or that the system that makes the services will be free of viruses or other harmful components.
- 12.2. Subjected to the Terms and Conditions, the Customer shall be solely responsible for and shall indemnify and hold TR harmless against all claims, demands and liabilities arising as a result of the possession, use, condition or misuse of the services by the Customer or third parties, or of the services provided hereunder, whether in breach of the Terms and Conditions or otherwise arising howsoever. This indemnity provision shall survive the termination of this Agreement.
- 12.3. TR will, in no event, be liable for not shall the Customer make any claim against TR for any liability, loss, injury, damage or expense of any kind (including loss of profits) whether direct, indirect, incidental or consequential caused by the airport transfer service of the failure of the

service or at all, or for any delay, faultiness such as degradation of the Services, or failure of the Service.

12.4. The Customer shall be liable to TR for all expenses, including reasonable attorney fees, collection fees and court cost incurred in connection with any collection, repossession or other action brought to enforce the rights of TR under this Agreement.

12.5. TR reserves the right to deactivate the service at any time and without any notice to the Customer, in event that TR detects possible fraud in accordance with the general operating procedures and practices in the transportation and transfer service industry, and TR shall have no liability whatsoever to the Customer for such deactivation.

12.6. Customer shall agree and ensure to TR that Customer is contactable via phone in circumstances when the partnering merchant and (or) TR needs to contact customer.

12.7. Customer agrees and shall contact TR in circumstances of any aviation changes and (or) delays to the intended flight. Customer must, at any earliest convenience, contact TR immediately for any emergency landings, returns or arrivals.

12.8. TR Rights and obligations

12.8.1. TR reserves the right, at its sole discretion, to deny and cancel bookings of any products and (or) services that are deemed to violate this Terms and Conditions.

12.8.2. TR works to curate and procure partnering merchants to provide products and (or) services at the most affordable prices available on the market to the customers. Customer agrees and acknowledge that taxes and additional fees for the products and (or) services may be payable to using the products and (or) services are expressly excluded in determining the best price.

12.8.3. Whilst partnering merchants are required to provide TR with the correct and latest prices of the products and (or) services for the website, TR does not and will not guarantee and the prices quoted on the website are accurate and updated at all times.

13. DISCOUNTS, PROMOTIONAL CODES AND DEALS

13.1. The following terms shall apply to the use of credits, e-vouchers, promotional codes and coupons (if any) as "Promo codes"

13.2. TR may run promotions, contests, surveys and other programmes from time to time, where these activities are subject to additional terms and conditions, which will be made available on TR's marketing platforms, website and (or) social media channels, including some of the partnering websites and are hereby incorporated by reference into these Terms and Conditions.

13.3. Promotions, privileges, contests and programmes are only valid for the period specified and stated by TR as well as on whilst stock last basis. No compensation will be entertained in the event where the promotion is no longer in stock or in valid. TR will not, at its discretion, entertain to any retroactive requests or bookings made by Customer before and after the programme period for customer to utilise the programme.

13.4. Promo codes is only eligible for use during the programme's period as specified by TR. Customers shall agree to abide to the additional terms and conditions that entails to the programme, including the use of promo codes.

- 13.5. Use of the promo codes must be indicated at the time of check out, and all information required by TR must be provided, unless otherwise stated. No retroactive use of the promo codes is permitted.
- 13.6. Promo codes cannot be used in conjunction with any other promotion, voucher coupon, deal or offer including but not limited to discounts, unless otherwise stated.
- 13.7. Promo code cannot be refunded, redeemed or exchange for cash.
- 13.8. Resale, transfer and sharing of promo codes is strictly prohibited. **In spite of the above, e-vouchers (as gift vouchers), if offered by TR, may be purchased by customers and given to others.**
- 13.9. No reproduction, alteration, adaption, tempering, distribution, publication, broadcast or other communication or dissemination of promo codes is allowed.
- 13.10. Should the promo codes be lost, misplaced, stolen, destroyed, duplicated, tampered with, or otherwise misappropriated or fraudulently used, the promo codes are not replaceable.
- 13.11. TR reserves the right to verify the validity of any promo codes and deem it as null and void and charge the product and (or) services as full price, any promo codes that in TR opinion and discretion, has been stolen, duplicated, tampered with or which is suspected to have been misappropriated or fraudulently obtained or used.
- 13.12. TR reserves the right to vary or impose other terms and conditions, at its discretions, as deemed as appropriate from time to time by posting the varied terms and conditions on the website.
- 13.13. Where any free gifts or prizes are offered as part of the programme, the items are offered on a first come first serve basis and whilst stock last basis. This may dependent on the additional terms and conditions entailing the programme. No cash or credit will be offered in lieu.
- 13.14. All decisions on matters relating to promotions, discounts, promo codes and other privileges are final and binding.
- 13.15. TR reserves to right to discontinue any promotion, discounts, promo codes and other privileges or programmes at any time without notice or liability.

14. TERMINATION

- 14.1. Transaction of the products and (or) services including all its surrounding products and services may be terminated and (or) deactivated without prior notice by TR upon the following:
 - 14.1.1. TR has any reasons to believe that the product and (or) service was used by or for any misrepresentation or fraudulent means;
 - 14.1.2. TR has any reasons to believe that any meter on the product and (or) service has been tampered with;
 - 14.1.3. TR has any reasons to believe that the product and (or) service is (or) may be used for any illegal or improper purposes, or in violation of the applicable laws;
 - 14.1.4. TR detects a breach of any of the Terms and Conditions including payment terms; or
 - 14.1.5. TR may also, at its discretion, terminate the Terms and Conditions without any liability whatsoever, if the product and (or) service is no longer available to TR or become unavailable for any reason. No remedy of TR shall be exclusive of any other remedy whether provided herein or available at law or in equity, but shall be cumulative with other remedies.

Should the Customer,

- 14.1.6. Obtain the product and (or) service by misrepresentation or fraudulent means, or
- 14.1.7. Use the product and (or) service for any illegal or improper purpose, or in violation of the applicable laws or, in addition to other remedies available hereunder at law or in equity, (i) terminate this Agreement and (ii) immediately terminate all products and services to the Customer.

15. APPLICABLE LAWS

This Agreement shall be governed by the laws of Malaysia, without giving effect to its choice of laws or provisions. Any legal action or similar proceedings shall be instituted and held in Malaysia, and the Customer consents to the exclusive venue and jurisdiction of the courts in Malaysia.

16. GENERAL

- 16.1. The headings of this Agreement are for the convenience of reference only and shall not affect the meaning and construction of the Terms and Conditions contained herein.
- 16.2. No waiver of TR of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same of any other provision hereof.
- 16.3. This Agreement cannot be assigned or transferred by the Customer, not can this Agreement be modified (or any provision waived or modified) except by written instrument signed by TR or its authorised agent. This Agreement constitutes the entire Agreement between TR and the Customer with regards to the subject matter hereof, and there are no other representations, conditions, warranties, guarantees, or collateral agreements, expressed or implied, statutory or otherwise, concerning the purchase of the products and (or) services, other than as set forth herein.
- 16.4. TR is not liable for any lack of privacy or security which may be experienced with regards to the services. The Customer authorises TR to monitor, record calls and (or) data concerning the account of the Customer and consents TR to use of automatic dialling equipment to contact Customer. TR shall have the rights to intercept and disclose transmissions in order to protect its rights and properties.

These Terms and Conditions may be amended or modified by TR at its discretion at any time without prior notice. The Customer should visit the website periodically to review the current Terms and Conditions to which binds the Customer. TR will post and indicate the changes or modifications of the Terms and Conditions on this page.

Office: **Travel Recommends SDN BHD**
Address: **A2-19-2, Soho Suites @ KLCC,**
Jalan Perak 50450, Kuala Lumpur
Telephone: 1700 819 813
GST Reg. No.: **1162866-M**

