

Terms of Use

THE FOLLOWING ARE THE TERMS OF USE BETWEEN THE USER (YOU) AND TRIPMAC TOURISM PRIVATE LIMITED. THESE TERMS ARE APPLICABLE TO USERS WHO VISITS THIS WEBSITE TO ENJOY THE SERVICES OFFERED HEREIN. PLEASE READ AND ACCEPT THE TERMS BEFORE USING THE LOGIN. THIS ARE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE THIS LOGIN. IN THESE TERMS OF USE, THE USER MAY BE REFERRED TO AS YOU, YOUR AND TRIPMAC TOURISM PRIVATE LIMITED MAY BE REFERRED TO AS TRIPMAC, WE AND US.

1. This Agreement is applicable to those individuals or legal entities who wish to enrol or who are enrolled as **Tripmac Tourism SDN.BHD** (TRIPMAC or 'the Company') B2B (business to business) partner (as an agent, distributor, partner etc.) and engage in selling TRIPMAC products and services as provided by TRIPMAC from time to time.

2. TRIPMAC and User are called as parties to these terms of use and individually referred as party.

3. You confirm that You are fully authorized to enter into this contract, agree to these terms of use and have the full capacity to bind Yourself with the terms of use. In case You further engage sub agents, the above confirmation (about authority, capacity, binding etc.) is deemed to be given by You on behalf of Your sub agent as well.

4. TRIPMAC shall provide You with a user id and password for accessing and transacting on its website.

5. You shall immediately change the password assigned to You by TRIPMAC at the time of activation of Your user id.

6. You shall be solely responsible for protecting the user id and password for accessing TRIPMAC's website.

7. You shall ensure that Your login is accessed & used ONLY by Your authorized personnel. TRIPMAC shall not be responsible for any booking done in Your login by any unauthorized user.

8. You agree that TRIPMAC provides customer support and fulfilment in accordance with TRIPMAC's then-current standard terms and conditions and standard customer service policies and procedures applicable generally to direct customers of TRIPMAC.

9. You agree that TRIPMAC reserves the right to refuse to provide customer fulfilment services to any customer or may refuse Your transaction for a variety of reasons, including but not limited to:

9.1. Non-availability of adequate credit in Your account with TRIPMAC.

9.2. TRIPMAC website not working due to any technical reason

9.3. Inability to authenticate Your credit card/debit card or any other payment instrument including that of Your sub agents;

9.4. Interface of any Airline, Hotel or any supplier of TRIPMAC is not working on the website or otherwise

9.5. TRIPMAC is suffering from a disruption of services on account of a reason beyond its control.

10. You are liable to provide the ticket printout to all end customers along with any invoice of the purchase.

11. TRANSACTIONS AND PAYMENT

11.1. You shall, through Your authorized personnel, log into the TRIPMAC's website and purchase TRIPMAC services, by using the user id provided to it by TRIPMAC.

11.2. The payments in respect of such transactions/purchase shall be made by any of the following ways-

11.2.1. Rolling Deposit

11.2.1.1. You may keep a rolling deposit with TRIPMAC for providing connectivity to its website for purchasing TRIPMAC services.

11.2.1.2. The price of services availed shall be deducted from such rolling deposit.

11.2.1.3. The balance in this rolling deposit shall be replenished from time to time as may be agreed between the parties.

11.2.1.4. The balance rolling deposit, if any, shall be refunded by TRIPMAC to You on termination of this arrangement after adjusting any outstanding dues, penalties and other applicable charges if any.

11.2.2. Credit Card/Debit Card

11.2.2.1. By charging any valid credit/debit card owned by You or as legally provided by You.

11.3. You agree that there shall be no charge back in respect of any transaction done on the relevant TRIPMAC's website

under the assigned user id.

12. INTELLECTUAL PROPERTY

12.1. These terms does not create any licenses in any Intellectual Property Right from one party to the other.

12.2. You shall never attempt to misuse TRIPMAC trademark or logo.

12.3. Each party shall continue to own their own respective Intellectual Property and all rights therein.

12.4. Any use of TRIPMAC's name, logo or any Intellectual Property without TRIPMAC's prior written consent shall amount to a material breach and TRIPMAC reserves the right to terminate Your agency forthwith without any liability and TRIPMAC may also forfeit the deposit or any of Your monies forthwith.

13. You acknowledge that TRIPMAC is a booking agent and hence not responsible for lapse of services caused by factors which are not directly under its control; for example flight

delays, cancellations, hotel renovations etc. TRIPMAC's liability in respect of a customer claim arising from any of TRIPMAC services shall be limited to refunding the sum received by it in respect thereof after deducting charges as applicable.

14. TRIPMAC shall not be liable for any customer claims arising due to Your or Your Authorised person's negligence, wilful misconduct or breach of any terms of this Agreement or any statutory or regulatory violations. In the event of any claims arising as aforesaid, You shall defend such claims at Your own cost and expense. If You are not impleaded as a party to any claim or litigation by any third person, and instead TRIPMAC is wrongfully made a party, You agree to indemnify and hold harmless TRIPMAC from and against all such claims. TRIPMAC reserves the right to move appropriate application before any tribunal or court as the case may be to implead You as necessary party.

15. You shall indemnify TRIPMAC against all losses, claims, damages or charges suffered by TRIPMAC arising from Your defaults, acts or omissions and any charge backs in respect of transactions booked on TRIPMAC website using Your user id.

16. This arrangement may be terminated by either party by serving on the other party a written notice of one month.

17. TRIPMAC shall not be considered to be in breach of or default of its duties or obligations hereunder if such default is caused by an act of God, war, civil unrest, strike, lock out or any other force majeure event.

18. Failure by TRIPMAC to take any action or enforce its right of terminating the B2B agency following any breach of any terms and conditions by You shall not be deemed to be a waiver of the rights of or accruing to TRIPMAC or of any previous or succeeding breach.

19. Duties and obligations under these terms shall not be assigned by You without the written consent of TRIPMAC.

20. You must notify TRIPMAC immediately if You become aware of any interest or obligation which may conflict with Your obligations under this Agreement. You represent that You are not a 3 relative of any employee of the Company. For the purpose of this Agreement, You will be deemed to have interests or obligations which conflict with Your obligations under this Agreement if any of Your relatives or any person with whom You have business interest or any of Your personnel involved in carrying out any activities under this Agreement have any interest or obligation which may conflict with Your obligations under this Agreement.

21. For the purpose of this Agreement 'relative' shall have the meaning as defined in the Companies Act, 1956. 22. If any provision of these terms is held by a court/ forum of competent jurisdiction or other statute to be contrary to law, the remaining provisions of the terms shall remain in full force and effect.

23. The parties agree that, before initiating any litigation concerning these terms or their respective obligations hereunder, they will attempt in good faith to resolve their dispute through an acceptable alternative dispute resolution procedure. Each party covenants (1) not to unfairly use litigation or the threat of litigation to harass or intimidate the other party and (2) not to assert frivolous claims or

defences in any dispute between them. The Arbitration & Conciliations Act, 1996 will be applicable to these terms, if any, disputes arisen thereon. Venue of arbitration shall be at Malaysia.

24. TRIPMAC is entitled to terminate this agreement forthwith and forfeit the deposit in case You breach any terms of this agreement or indulge in any act or omission which results in loss of business or reputation to TRIPMAC.

25. These Terms & Conditions are subject to revision and amendment by TRIPMAC from time to time without prior notice. You will be automatically subjected to such revised or amended terms and will continue to be obligated to comply with the same. Your ignorance of the amendments or revisions doesn't immune You from the liabilities of breach. Therefore, You are advised to visit these terms at frequent intervals.

26. You solicit and authorize TRIPMAC to contact You on Your phone number and email address given to TRIPMAC for providing information on TRIPMAC's products, latest developments in the travel and regulatory environment, concluding the transactions of the customers or for any other business purpose. You hereby unconditionally consent that such contact via SMS, email and/ or voice call by TRIPMAC is (a) upon the request and authorization by You, (b) 'transactional' and not an 'unsolicited commercial communication' as per the guidelines of Telecom Regulation Authority and (c) in compliance with the relevant guidelines of Telecom Regulation Authority or such other authority in Malaysia and abroad. You will indemnify TRIPMAC against all types of losses and damages incurred by TRIPMAC due to any action taken by Telecom Regulation Authority or any other authority due to any erroneous complaint raised by You on TRIPMAC with respect to the TRIPMAC's actions mentioned above or due to a wrong number or email id being provided by You for any reason whatsoever.

27. These terms shall be governed by and construed in accordance with the Laws of Malaysia. Any and all proceedings in respect of any dispute or difference arising between the parties under these terms shall be held in Malaysia and the court or courts of competent jurisdiction in Malaysia shall have exclusive jurisdiction in the matter.

28. All approvals, consents and notices hereunder to be given or served hereunder by either party hereto to the other shall be deemed to have been duly given or served if the same shall have been delivered to, left for, or sent by air mail registered post by either party to the other at their respective corporate office address.

29. You shall never during the term of this arrangement represent itself as agent of TRIPMAC. Nothing in this Agreement shall be construed as to create the relationship of employer, employee, partners, collaborators, joint-venture or principal-agent between the parties hereto. The parties shall be independent contractors and neither party shall bind the other by its acts, deeds or omissions, other than to the extent set out in this Agreement.

30. In addition to the above terms, You agree that the services of TRIPMAC to You, Your sub agent and Your customers are subject to the user agreement and privacy policy at www.tripmac.com.