



EasyTravels™
www.eazytravels.com

Easyway Holidays Sdn. Bhd.

[762782-X] KPL No.: 5545

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Term of Use

1. TERMS AND CONDITIONS OF USE AND PURCHASE

YOUR USE OF THE EAZYTRAVELS.COM WEBSITES IS ON CONDITION THAT YOU ACCEPT WITHOUT VARIATION THE TERMS AND CONDITIONS SET OUT HERE IN WHICH MAY BE VARIED BY US ("EAZYTRAVELS.COM") FROM THE TIME TO TIME WITHOUT NOTICE TO YOU. YOUR USE OF these website CONSTITUTES YOUR AGREEMENT TO ALL THE TERMS AND CONDITIONS IN FORCE FOR THE TIME BEING AS SET OUT HEREIN. IF YOU DO NOT AGREE TO ANY PART OF THE FOLLOWING TERMS OR CONDITIONS, YOU MUST NOT USE these websites.

2. REPRESENTATIONS & WARRANTIES.

You represent and warrant that:

- a. You are of sufficient legal age to use these websites in accordance with all terms and conditions herein and to create binding legal obligations for any liability you may incur as a result of the use of these websites;
- b. all information supplied by you in using these websites are true and accurate;
- c. you will not post or transmit any unlawful, threatening, libelous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise violate any law;
- d. you will not use these websites to make any speculative, false or fraudulent reservation or any reservation in anticipation of demand.

3. DISCLAIMER

Your use of these websites is at your sole risk. These websites (including the products and services) is provided on as "as is" basis and you assume total risk and responsibility for your use of these websites. To the maximum extent permitted by law, EasyTravels.com specifically disclaims all warranties, express or implied, in respect of these websites purpose, non-infringement of intellectual property or other proprietary rights or compatibility between these websites and any software or hardware. The information contained in these websites is subject to change without notice. EasyTravels.com neither warrants nor makes any representations regarding the accuracy or completeness of these websites or of any of the date or information contained in these websites or that the use of these websites will be uninterrupted or error free or that any information, data, content, software or other material accessible through these websites will be free of bugs, viruses, worms, Trojan horses or other harmful components.

4. LIMITATION OF LIABILITY

EasyTravels.com shall not be liable for any direct, indirect, special, incidental or consequential damages arising out of or in any way connected with the use of or inability to use these websites, or the information, products and services obtained through these websites, the submission of any personal information, including, but not limited to, bank details, the performance or non-performance by EasyTravels.com, or any unauthorized access or breach of security into these websites through the internet or otherwise arising, whether based on contract, strict liability, tort (including negligence), product liability or otherwise even if EasyTravels.com has been advised of the possibility of such damages. Notwithstanding anything to the contrary in this Agreement, the liability of EasyTravels.com shall in no event exceed, in the aggregate, Ringgit Malaysia Three Thousand.

5. ACKNOWLEDGMENT

The disclaimer and limited liability of EasyTravels.com as set in this Agreement are fundamental elements of the basis of the bargain between you and EasyTravels.com, and you agree that EasyTravels.com would not otherwise be able to offer the products and services on its present basis without such limitations. This clause shall survive any termination or this Agreement.

6. FORCE MAJEURE

EasyTravels.com shall not be liable for damages of any kind arising out of any failure or delay by EasyTravels.com in performing any or all of our obligations contained herein or in respect of any product or service if the failure or delay is due to circumstances or cause beyond our reasonable control.

7. CANCELLATION OF SERVICE

EasyTravels.com may at any time and at its sole discretion and without cause or notice, terminate or restrict your access to these websites or refuse to give effect to any booking or reservation requested by

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you without being required to give any reasons or advance notice to you.

8. INDEMNITY

You shall indemnify and keep EasyTravels.com indemnified against all claims, demands, actions, proceedings made or brought against EasyTravels.com arising from your usage of these websites and/or any breach of any term or condition by you.

9. LINKS TO THIRD PARTIES

These websites may contain hyperlinks to websites operated by parties other than EasyTravels.com. The inclusion of hyperlinks to such websites does not imply EasyTravels.com's endorsement of such websites nor any association with their operators. EasyTravels.com is not responsible for the contents of other websites.

10. VARIATIONS

EasyTravels.com may at any time vary these terms of use (including without limitation EasyTravels.com's conditions of purchase as set out below).

11. SEVERABILITY

Any provision of this Agreement which is invalid, prohibited or unenforceable in any jurisdiction shall:

- a. be ineffective in that jurisdiction to the extent of the invalidity, prohibition or unenforceability;
- b. not invalidate the remaining provisions of this Agreement; and
- c. not effect the validity of that provision in any other jurisdiction.

12. RELATIONSHIP BETWEEN THE PARTIES

No joint venture, partnership, employment or agency relationship exists between you and EasyTravels.com as a result of this Agreement or your use of these websites.

13. ADDITIONAL TERMS AND CONDITIONS

Additional terms and conditions will apply to your booking and purchase of our products and services. You agree to abide by EasyTravels.com's conditions of purchase and/or the terms and conditions of any supplier of the travel-related products or services.

14. ENTIRE AGREEMENT

This Agreement (including EasyTravels.com's condition of purchase which are set out below) is the entire agreement between the parties in respect of its subject matter and supersedes all prior understandings or agreements (whether oral or written) regarding the subject matter.

15. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and you submit to the non-exclusive jurisdiction of the courts of Malaysia.

EAZYTRAVELS.COM'S CONDITIONS OF PURCHASE

Please note that the booking and purchase of our products and services are subject to the following terms and conditions AND other terms imposed by our suppliers form time to time ("Supplier Term").

By effecting a booking through these websites, you agree to be bound by EasyTravels.com's conditions of purchase and the supplier terms.

1. CHANGES OF RATES

The rates quoted in respect of the products or service are subject to change without notice.

2. TRAVEL VOUCHERS

It is your responsibility to ensure that the details on your travel voucher are in order. You are liable for any additional charges arising from correction of any inaccuracies in the voucher.

3. PAYMENT

- a. Payment may be made by cash payment by bank-in to our bank account.
- b. All payment must be made in full upon confirmation or your reservation will be canceled automatically.

4. CURRENCY

You may make payment in any one of the currencies supported on these websites. The applicable

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exchange rates of the supported currencies shall be determined at the sole discretion of EazyTravels.com from time to time. The exchange rates so notified shall be final and is not negotiable.

5. NO LIABILITY

EazyTravels.com merely acts as a platform for products and services of the suppliers and shall not be responsible nor liable for :

- a. overbooking , misinformation or mishandling of any reservation or booking by the suppliers; or
- b. any other dissatisfaction or complaint of the member relation to the quality of the products or services provided by supplier or otherwise howsoever;
- c. any damage or loss to your personal property or personal injury howsoever sustained or caused.

In the event of mishandling, misinformation or overbooking by a supplier, or any other dissatisfaction or complaint aforesaid, the member should take up the matter directly with the supplier who is under an obligation to deal with such matters in accordance with EazyTravels.com policies.

6. TRAVEL REQUIREMENTS

It is your responsibility to obtain a visa (where required).

Please ensure you have a valid passport for the duration of your trip. If you require any further information on passport or visa requirements please refer to our website or contact our customer services department.

7. FORCE MAJEURE

Neither EazyTRAVELS.com nor the supplier shall be liable for damages of any kind arising out of changes to the rates, rouse, timetable, itinerary in respect of the product or service due to unforeseen circumstances or circumstances beyond our control.

8. NON-AVAILABILITY

All products and services offered on these websites are subject to availability and acceptance, at the discretion of the supplier of such product or service.

In the event a product or service booked by you is not available, EazyTravels.com shall use its reasonable endeavors to suggest an alternative product or service of similar pricing and quality.

Where the product or service is either not available or our suggested alternative (where applicable) is not acceptable to you but is fully paid, we shall make a refund in accordance with our refund policy.

If you fail to accept our suggested alternative product or service by the specified deadline, we reserve our right to cancel our tentative booking of the same.

9. REFUND POLICY

Refunds may be made by EazyTravels.com in the following circumstances:

- i) the product or service fully paid for is not available and our suggested alternative is not acceptable to you; or
- ii) you cancel your booking within the time period stipulated in our travel voucher where refunds are available (the "Cancellation Period").

Cancellation Period:

1. More than 14 days prior departure: RM150 cancellation fee per person (non-peak season).
2. More than 14 days prior departure: 50% cancellation fee per person (super peak season/peak season).
3. Less than 14 days prior departure: 75% cancellation fee per person.
4. Less than 7 days prior departure: 100% cancellation fee per person.
5. Peak season (eve & public holidays) or Any unutilized part of the tour:
No refund.

No refundable on air ticket is issued if any cancellation or amendment.

- Below 7 days, there cancellation will not be accepted and there will be no refund.

- During peak season and eve & public holidays, once booking is confirmed and voucher issued no cancellation is allow and strictly no refund.

-Any cancellation policies dictated by the hotel during the peak season will always supercede those stated here. In such case our Customer Service Agents will inform you clearly and complete details when we issue the confirmation voucher/email to you).

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