

## TERMS AND CONDITIONS

By paying the deposit as stated in the Invoice, I/we, hereby acknowledge that I/we have read, understood and fully accepted the following terms and conditions of this Invoice unconditionally and voluntarily and shall convey the contents hereto to my/our travel companions or members:

One Point Travel (M) Sdn. Bhd. and its sales agents shall be known as "The Company" in the terms and conditions listed below:

### 1. Deposit

All tour packages require a non-refundable deposit (the amount of which is as stated in the Invoice) upon reservation and confirmation (hereinafter referred to as "the Deposit"). Save and except the payment of the Deposit, the Company does not recognize any tour booking form, exchange order or any other documentation, whether physical or digital, as confirmation of tours and bookings.

### 2. Balance Sum

Full payment of tour fare (less Deposit paid) (hereinafter referred to as "the Balance Sum") is required to be made within forty-five (45) days before the date of departure (for all tours except cruise tours) and within ninety (90) days prior to sailing (for cruise tour), failing which, the Company reserve the right to impose late payment interest equivalent to 1.5% per month on the unpaid Balance Sum until the full settlement thereof. Notwithstanding the foregoing, the Company shall have the right to cancel the confirmation of tours and bookings without prior notice and forfeit the Deposit paid as the agreed liquidated and ascertained damages.

### 3. Losses & Damages

In the event of cancellation of tours and bookings by the customer(s) due to any reason whatsoever or due to Clause 2 above, the Company reserves the right to claim for the losses and damages which have incurred by the Company, including but not limited to respective airline's cancellation policy and charges on special promotional fare.

### 4. Payment Method

Tour payments shall be made by cash / cheque / bank transfer / credit card (subject to bank's surcharge which shall be borne by the customer(s)).

### 5. Cancellation of Tour & Refund

5.1 Notwithstanding the full payment of Deposit and/or Balance Sum, all tour arrangements are subject to final confirmation. In the event the tour arrangements are unable to finalize and the reservations have to be cancelled due to unforeseen circumstances, the Company endeavours to notify the customer(s) at least fifteen (15) working days prior to the date of departure.

5.2 In such event, the Company shall refund to the customer(s) all sum paid and all refunds shall be made by the Company via bank transfer within thirty (30) working days as the agreed liquidated and ascertained damages and full and final settlement in respect of the subject matter hereof. Thereafter, neither Party shall have any claim whatsoever on the other Party.

### 6. Tour Fare

6.1 Prices shown are valid at the time of publication or distribution of the brochure, and is subject to change with or without prior notice due to increase of airfares, airport taxes, other transport costs, hotel rates, exchange rates and government tax etc.

6.2 Please note that during important events, festivals, conferences and fair periods at local country, there will be an additional surcharge levied by accommodation properties. Customers will be informed of any increase in tour prices.

6.3 The Company reserves the right to revise the tour fares and to determine the date of commencement of such revised tour fares.

### 7. Accommodation

7.1 Accommodation shall be based on: -

(a) Twin sharing basic (2 persons/room)

(b) Single supplement (person staying alone shall pay the single supplement if unable to arrange or refuse to accept a roommate)

(c) Triple sharing (3 persons/room, subject to the availability). A "roll-away" bed will be added for triple sharing rooms that are not built with three beds originally. In the event triple sharing room is not available, the customer(s) shall pay the single supplement.

7.2 In the event the booked or requested accommodation is not available, an alternative accommodation of similar standard will be arranged. In the event an alternative accommodation of similar standard is not available, an alternative accommodation will be arranged subject to vary in price which shall be borne by the customer(s).

#### 8. Tour Fare's Exclusion

The tour fare shall exclude the following:

- (a) Domestic air ticket for customer(s)/agent booking from other states of Malaysia (if any)
- (b) Visa fees (if any)
- (c) Meals, beverages, room service or any other items which are not listed in the itinerary
- (d) Excess baggage charges, laundry charges, travel insurance and all other personal expenses
- (e) Food and beverage not on regular menu
- (f) Optional excursions
- (g) Porterage at airport and hotels
- (h) Transportation to-and-fro airport
- (i) Tipping

Free airline baggage allowance is provided by the airlines and the quantum and conditions may differ from one airline to another and from one airport authority to another. The same applies for hand-carried baggage aboard the aircraft. The Company will advise passengers on the conditions.

#### 9. Amendment to Booking

There shall be no amendment to booking including but not limited to change of customer's name, change of destination, change of travel dates or any other amendments after the payment of deposit by the Customer(s) and confirmation of tours and bookings.

#### 10. Amendment to Tour Itinerary

The itineraries, travel arrangements, hotel reservations are subject to change at any time due to unforeseen circumstances including but not limited to pandemic or epidemic travel restrictions, local festivals, public holidays, weather condition, transportation issue, acts of god and in such event, the Company reserves the right to cancel or amend the itinerary with or without prior notice and the Company shall not be responsible to replace such affected itinerary nor refund any money paid by the customer(s) nor liable to the customer(s) in any manner whatsoever.

#### 11. Unused Services

No refund or reduction will be made to any customer(s) in respect of airfare, accommodation, meals, sightseeing tours, transport or any other services which are included in the tour fare but not utilized by the customer(s) due to any reason whatsoever.

#### 12. Airport Taxes & Fuel Taxes

Airport taxes & fuel taxes are subject to change due to international currency fluctuations from time to time. Customer(s) will be informed of any increase in airport & fuel taxes during booking procedures.

#### 13. Travel Document

13.1 It is the customer(s)' responsibility to ensure that they have a valid passport with a minimum validity period of six (6) months as well as the necessary visas, current health certificates and other necessary travel documents as required by respective government authorities of the countries to be visited. For old passports, please ensure that all children passport photos are updated by immigration authority prior to the date of departure.

13.2 Travel documents are the responsibility of persons taking the tours. The Company shall not be responsible or liable for any fines, penalties, expenses, reimbursement or refund of tour or travel arrangement charges in the event of confiscation of passport or other items by the authority and/or the customer(s) is refused entry/exit by any country before departure, during the tour for any reason whatsoever, including but

not limited to non-possession, improper possession or irregularities of necessary visas or other documentations or requirements, or possession of unlawful items, or whose behaviour and activities are considered to be detrimental by a foreign government.

13.3 The Company shall endeavour to advise the customer(s) on required documentation and wherever possible, assist the customer(s) in obtaining the necessary visa. However, the Company does not guarantee the comprehensiveness of the knowledge on the required documentation nor approval of visa application.

13.4 Service charges, visa application fees and/or all other costs associated thereto shall be borne entirely by the customer(s).

13.5 The Company shall not be held responsible or liable for any loss of passport(s) due to any reason whatsoever.

13.6 The Customer(s) shall provide the Company with all necessary personal information together with the supporting documents thereto for the purposes of the tour as and when requested by the Company, failing which, the Company will not be liable for any consequences arising therefrom.

#### 14. Travel Insurance

All customer(s) shall purchase an adequate travel insurance at his own cost prior to the date of departure. The Company shall not responsible to ensure the safety of customer(s)' baggage and belongings. Travel insurance enquiries and purchase can be done at the respective agent company.

#### 15. Special Request

15.1 The customer(s) with special request such as deviation from flight ticket, extension of stay, vegetarian meals, special dietary requirement, adjoining rooms, wheelchair, etc shall inform the Company upon booking and such requests are subject to additional charges to be borne by the customer(s), availability and confirmation. The Company shall not responsible to provide airport transfer or other transportation for the deviation from flight ticket and/or extension of stay.

(Note: The airline ticket is restricted and subject to the Airline's Terms and Conditions. It may be non-endorsable, non-reissuable, non-refundable and non-reroutable. Any alteration in routing or change of date of travel by any passenger is solely at his own risk. The company or its associated agents not be held responsible for any inconvenience caused and extra expenses incurred.)

#### 16. Feedback Response

The Company welcomes constructive feedback from its customers in its continuing efforts to improve service quality. Any disputes with regards to the tour must be submitted in writing fourteen (14) days from the date of return from tour. The Company will not entertain any dispute made thereafter.

#### 17. Responsibility and Liability

17.1 All arrangements for the provision of transport, accommodation, sightseeing and other tour or travel services are made by the Company through our appointed agents. The Company accepts no responsibility for any injuries, damage, accidents, loss, delay, theft, quarantine, customs regulation, strike, acts of good, and changes of itinerary, deportation or refusal of entry by immigration.

17.2 The Company reserves the right to withdraw any customer(s) from the tour in the event his or her behaviour or conduct is deemed to be detrimental to or incompatible with health, safety, interests, harmony and welfare of the other tour participants and/or the tour group as a whole at the sole discretion of the Company. In such event, save and except the Deposit which shall be refunded to such customer(s) within thirty (30) working days, the Company shall have no other liability whatsoever to such customer(s).

17.3 The Company further reserves the right to withdraw any customer(s) from the tour in the event any carrier, hotel or other contractor refuses to allow such customer(s) to participate in the tour. In such event, save and except the money paid (less the amounts for services/products which had been utilized by the customer, administration fee and/or cancellation fee) which shall be refunded to such customer(s) within thirty (30) working days, the Company shall have no other liability whatsoever to such customer(s).

17.4 No tour leader or guides, employees or agents of the Company are authorized to make any statement nor representation on behalf of the Company. The Company shall not be bound by any such statement or representation unless it is in writing and signed by a director of the Company.

17.5 The customer(s) hereby give consent to the Company to take photographs and films, to publish or print any photographic materials taken during the tour for advertising, promotional and any other purposes, in any manner to the maximum extent permitted by law, in any and all media, now or hereafter devised, without further payment or consideration, notification or permission from the customer(s).

17.6 The Company shall not be responsible or liable for any goods and/or services purchased during the tour, whether or not such goods and/or services are purchased in shops as part of the tour packages visitation or which are specifically recommended by travel service, guides, servants, employees or independent contractor (if any), including but not limited to the goods and/or services that are defective, unfit for purpose, not in conformity with the samples provided, or rejected by customer(s) for any reason whatsoever.

17.7 The Company shall not be responsible or liable for any losses and expenses of air ticket, hotel, transportation to-and-fro the airport, and other personal travel services that booked by the customer(s) due to international flight reschedule or cancellation including even if the group size is not materialized at last minute.

17.8 The Company reserves the right to change, amend, insert or delete any of the terms and conditions contained herein, as the case may be, without prior notice.

#### 18. Disclaimer of Liability

18.1 The customer(s) is hereby warned that some itineraries have a potential risk of high-altitude illness. By embarking upon his/her travel, the customer(s) voluntarily assumes all risks involved in such travel, whether expected or unexpected. The customer(s) is hereby warned of such risks, and is advised to ensure that the customer(s) health condition is fit to travel and obtain appropriate insurance coverage against them.

18.2 The Company shall not be liable in any manner whatsoever to the customer(s) or any other party in the event it is unable to perform its obligations or any part thereof as a result of the occurrence of an Event of Force Majeure. An "Event of Force Majeure" shall mean an event, not within the control of the Company, which the Company is unable to prevent, avoid or remove, which shall include but not limited to:

(a) war (whether declared or not), hostilities, invasion, armed conflict, act of foreign enemy, rebellion, insurrection, civil war, revolution or usurped power;

(b) acts of terrorism, sabotage or criminal damage;

(c) nuclear explosion, radioactive or ionizing radiation;

(d) natural catastrophes including but not limited to earthquakes, floods, subsidence and exceptionally inclement weather and subterranean spontaneous combustion;

(e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds;

(f) riots, commotion or disorder, unless solely restricted to employees of the Company or its personnel or servants;

(g) by the government declaration of lock out or state of emergency upon occurrence or happening of epidemics, pandemics, diseases outbreak or public health crisis;

(h) a strike or national strikes or other industrial action or blockade or embargo or any other form of civil or political disturbances (whether lawful or not), in each case affecting on a general basis the industry related to affected services and which is not attributable to any unreasonable action or inaction on the part of the Company or any of its agents or suppliers and the settlement of which is beyond the reasonable control of all such persons;

(i) interruption, malfunction, breakdown or discontinuation of electricity supply, infrastructure, transportation, communication facilities, web host, internet service provider by any utility company and/or operator or loss of data or mechanical difficulties with information storage or retrieval systems due to cyber attacks;

(j) governmental acts or omissions, changes in laws, bylaws, orders, enactments, Acts, rules, guidelines or regulations, generalized lack of availability of raw materials or energy and / or slowdowns and losses due market, business and industrial disturbances;

(k) subject to the provisions of any relevant laws or permission by any relevant authorities, viral outbreaks, spread of any virus or disease "epidemic" or "pandemic", acts of government such as the closing of borders, public lockdown, any form of movement control order or quarantine measures declared by the government; and

(l) any other unforeseeable circumstances beyond the control of the Company against which it would have been unreasonable for the Company to take precautions and which the Company cannot avoid even by using its best efforts, which in each case directly causes the Company to be unable to comply with all or a material part of its obligations.

#### 19. Binding Effect

The Parties unanimously agree to accept electronic or digital signatures as legally binding and a copy of this electronically or digitally signed Invoice shall be considered as legal document and as original by the agreement of the Parties to this Invoice.