

Trip4Asia Sdn. Bhd. – Terms of Use

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Trip4Asia Sdn. Bhd. (“Trip4Asia” or “we”) welcomes you (the “Customer” or “you”) to its website or application (the “Site” or “App”). References to the Site or App are derivatives thereof, including but not necessarily limited to mobile websites and applications. The Terms of Use –as defined below- apply to our services, directly or indirectly made available to you through whatever means, including online reservations, customer service requests or otherwise. By accessing, browsing and using the Site or App and/or by making a reservation through Trip4Asia, you acknowledge and agree having read, understood and agreed to the Terms of Use. Our different policies and guidelines, which can be found throughout the Site or App, including but not limited to, the Personal Data Protection Notice & FAQs, etc. (collectively the “Policies”), should be read in conjunction with and are an integral part of these terms and conditions and are hereby included by reference. The terms and conditions set out below and the Policies are collectively referred to as the “Terms of Use”. If you do not agree to the Terms of Use, please cease use of the Site or App immediately. You are deemed to accept the Terms of Use if you continue accessing our Site or App.

1. Scope of our Service – Information on the Site

Through the Site or App, Trip4Asia provides an online platform through which you can browse different types of travel and lifestyle related services including but not necessarily limited to hotels, hostels, serviced apartments, B&Bs, rooms for rent, cottages, ryokans, restaurants, meals, beauty & spa, to airport transfer(s), daily and/or hourly charter of vehicle(s), ground transfer(s), cruise package(s), daily and/or hourly charter for cruise, theme park(s), concert(s), course(s), movie(s) etc. (collectively, the “Services(s)”) and make reservations/bookings/orders with such Service(s). This platform has also provide other additional services including but not limited to online pay bill services, consumer goods, home appliance etc. By making a booking/purchase through the Site or App, you make an offer to book a reservation/purchase at the price listed for such reservation/item and such other terms and conditions stated on the Site or App, which shall become a binding contract when accepted by Trip4Asia, which in turn means the reservation/order has been confirmed by Trip4asia. We will indicate the acceptance of your Service(s) booking/ product purchase via an e-mail confirmation (with a voucher for prepaid Service(s)). We reserve the right to reject bookings/orders as set out below. Please read carefully.

When rendering our services, the information that we disclose about Service(s)/product(s) is based on the information provided to us by our operators and vendors (including but not necessarily limited to the suppliers or providers, their representatives, distributors, destination management companies (DMCs), channel managers, partners, etc.). We will use reasonable skill and care in performing our services, however we cannot guarantee that, all information is accurate, complete, correct or up to date, nor can we be held responsible for any errors (including manifest and typographical errors), interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance of the Site or otherwise), inaccurate, misleading or untrue information or non-delivery of information. Each information remains responsible at all times for the accuracy, completeness and correctness of the service/product information displayed on the Site or App. Changes in market conditions or circumstances may occur on short notice which may make information displayed on the Site or App inaccurate or outdated. In case of any problems, our Customer Service will use its reasonable efforts to assist you.

The Site or App does not constitute and should not be regarded as a recommendation or endorsement of (the quality, service level or rating of) any Service(s) listed on the Site or App. We hereby expressly disclaim any representation, warranty or undertaking in relation to the quality, status or adequacy of any Service(s) listed on the Site or App.

We reserve the right not to accept customers or bookings/orders (or in exceptional cases to cancel confirmed ones) at our discretion and for whatever (legal) reason without the need to justify such refusal. Typical reasons for rejecting a customer or booking include, but are not limited to: breach of the Terms of Use, force majeure events, trade or economic sanctions, embargoes, legal restrictions, (suspicions of) fraud or theft, suspected criminal activity, suspicious bookings/orders, submission by customer of misleading or erroneous information, credit card problems, inappropriate behaviour, threats, insults, violence, refusal to supply information, practical obstacles, communication problems, obvious errors (see below), history, blacklisting by governments or international organizations (USA, EU, UN, SG, MY...), etc. In case a booking/order is rejected or cancelled by Trip4Asia and a payment has already been made, you will receive a refund of the total booking/order value. We also reserve the right to bar ("blacklist") users from the Site or App, on a permanent or temporary basis, at our discretion. Any such blacklisted user must not attempt to use the Site or App under any other name or through any other user. See also below for our fraud prevention mechanisms.

In rare cases, we may also have to cancel or reject a booking/order due to "obvious errors", independent of the origin of such errors. For clarity, an obvious error is a mistake on the Site or App (e.g. in terms of price) which a reasonable person would not consider to be normal. The amount charged will be reimbursed without charge in such case. Whether to cancel or reject a booking/order for this reason is in Trip4Asia's sole discretion only.

Trip4asia has no control over the performance of the services indicated in the Service(s), performance of the services rest solely on operators or vendors. Trip4asia will not be held liable for any failure to provide the specific request and/or needs requested by you when purchasing the Service(s) using the Site or App.

2. Use of the Site

Trip4Asia grants you a limited, restricted, personal, non-transferable, non-sublicense able, revocable license to access and use the Site or App only as expressly permitted in the Terms of Use. Except for this limited license, we do not grant you any other rights or license with respect to the Site or App; any rights or licenses not expressly granted herein are reserved. The content and information on the Site or App, as well as the software and infrastructure used to provide such content and information, is proprietary to Trip4Asia or its operators or vendors, (including but not limited to suppliers or providers, their representatives, distributors, destination management companies (DMCs), channel managers, partners, etc.). You may only use the Site or App to make bona fide and legitimate enquiries or bookings/orders and you hereby undertake not to make any speculative, false or fraudulent bookings/orders or any reservations in anticipation of demand. You undertake that the payment details you provide us when making a booking/order are fully correct. You also undertake to provide correct and accurate e-mail, postal and/or other contact details to Trip4Asia and acknowledge that Trip4Asia may use these details to contact you in the event that this should prove necessary. Please also consult our **Personal Data Privacy Notice**.

You may only access the Site and App using authorized means. It is your responsibility to check and ensure that you have downloaded the correct Software for your device. Trip4asia is not liable if you do not have a compatible device or if you have downloaded the wrong version of the Software to your device. Trip4asia reserves the right not to permit you to use the Site and App should you use the Application and/or the Software with an incompatible or unauthorized device or for purposes other than which the Software and/or the Application is intended to be used.

By using the Site and App, you expressly represent and warrant that you are legally entitled to accept and agree to the Terms of Use and that you are at least eighteen (18) years old and understand your legal obligations. Without limiting the generality of the foregoing, the Site and App is not available to persons under the age of eighteen (18) or such persons that are forbidden for any reason whatsoever to enter into a contractual relationship. By using the Site and App, you further represent and warrant that you have the right, authority and capacity to use the Site and App and to abide by the Terms of Use contained herein.

Accordingly, as a condition of using the Site, you agree not to use the Site or its contents or information for any commercial or non-personal purpose (direct or indirect) or for any purpose that is illegal, unlawful or prohibited by the Terms of Use. Except with our prior written authorization, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from the Site. In addition, you agree not to:

- use the Site or its contents for any non-authorized commercial purpose;
- make any speculative, false, or fraudulent booking/order;
- access, monitor or copy any content or information of the Site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express prior written permission;
- violate the restrictions in any robot exclusion headers on the Site or bypass or circumvent other measures employed to prevent or limit access to the Site;
- take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- deep-link to any portion of the Site (including, without limitation, purchase paths) for any purpose without our express prior written permission;
- re-sell, use, copy, monitor (e.g. spider, scrape), display, download or reproduce any content or information, software, products or services available on the Site for any commercial or competitive activity or purpose;
- "frame", "mirror" or otherwise incorporate any part of the Site into any other website without our prior written authorization;
- deliver any unlawful (according to any and all applicable laws or regulations) postings to or through the Site, or any postings which advocate illegal activity;
- deliver, or provide links to, any postings containing material that could be considered harmful, obscene, pornographic, indecent, lewd, violent, abusive, profane, racist, discriminating, insulting, threatening, tortuous, harassing, hateful or otherwise objectionable;
- deliver or provide links to, any postings containing defamatory, slanderous, false or libellous material;
- deliver any posting that infringes or violates any intellectual property or other right of any entity or person, including, without limitation, copyrights, patents, trademarks, laws governing trade secrets, rights to privacy, or publicity;

- deliver any posting that you do not have a right to make available under law or contractual or fiduciary relationships;
- impersonate another person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity, or adopt a false identity if the purpose of doing so is to mislead, deceive, or defraud another;
- manipulate identifiers, including by forging headers, in order to disguise the origin of any posting that you deliver;
- use the Site or App in any manner which could damage, disable, overburden, or impair or otherwise interfere with the use of the Site or App or other users' computer equipment, or cause damage, disruption or limit the functioning of any software, hardware, or telecommunications equipment;
- attempt to gain unauthorized access to the Site or App, any related website, other accounts, computer system, or networks connected to the Site or App, through hacking, password mining, or any other means;
- obtain or attempt to obtain any materials or information through any means not intentionally made available through the Site or App, including harvesting or otherwise collecting information about others such as email addresses;
- engage in any deceptive practices intended to manipulate the organic Search Engine Results Page (SERP) or employ search engine optimization (“SEO”) techniques considered to be against common search engine guidelines. SEO practices considered unethical, or “black hat” (aka “spamdexing”) include, though are not limited to cloaking, meta data and title tags, content scraping, link schemes, Google bombs, keyword stuffing, hidden text and links, doorway and cloaked pages, link farming or schemes, blog comment spam, etc.; or
- do anything else which could cause damage to the Site or App, the Trip4Asia group of companies and their employees, Trip4Asia's goodwill & reputation, or would otherwise have a negative impact.

Unless otherwise expressly permitted, websites may not hyperlink to any page beyond the homepage of the Site or App or frame the Site or App or any web page or material herein, nor may any entity hyperlink any aspect of the Site or App in an email for commercial purposes without the express written permission of Trip4Asia .

By making a reservation on the Site or App, you represent and warrant that you are not covered by any international sanction program.

If and when applicable, you will satisfy all your obligations, tax, withholding or otherwise as required by your country of residence.

3. Prices & Additional Charges

A. Additional Charges by Operators or Vendors

Please note that all prices on the Site or App are for your booking reservation only and are for the requested dates only and for the number of people indicated, unless indicated otherwise. For Accommodations booking(s), the price may or may not include tourism taxes and service tax. Please verify the booking conditions and your confirmation mail or voucher or contact our Customer Service team for further details of your booking.

Except where indicated otherwise, Trip4Asia will typically display the rate exclusive of tax recovery and service charges (see below for more details) on the Site or App, and display these additional tax recovery and service charges during the booking/order path.

Without prejudice to what is set out below, you will see the total inclusive price prior to confirming your booking/order. Display settings may vary, but this will at the latest show on the final booking/order page (before the confirmation screen). Please verify every step of your reservation on the booking/order form; you can discontinue the booking/order at any time prior to the final confirmation screen (please see below for post-booking/order cancellations). What is included in the rate is displayed on the Site or App (under the service(s) information section or prior to the final booking/order confirmation) and/or in the confirmation email/voucher. Please verify the service description or policies on the Site or App. Trip4asia will not be held responsible for your failure to verify the description or policies stated on the Site or App.

B. Currency Conversion

Rates can be converted into different currencies for your convenience. Voucher(s) rates provided in a currency other than the currency displayed on the Site or App are converted to the displayed currency at a rate determined by Trip4Asia, which may include a conversion and/or processing fee for certain currencies. The currency and amount you see displayed at the latest on the final booking/order page is the amount Trip4Asia will charge to your credit card or other mode of payment gateway. You may be given the option to pay in your credit card or selected payment gateway currency if it is different from the selected currency.

In case of immediate payment, you will see the converted amount that will be charged to your card or selected payment gateway. Your bank may impose additional fees on the transaction, over which Trip4Asia has no control. Please note that exchange rates fluctuate daily. Trip4asia has no control over the fluctuation of the exchange rates and/or the conversion rate provided by your credit card issuing bank or selected payment gateway.

For customers using Alipay or UnionPay for payment, please note that all charges will always be made in Chinese Yuan Renminbi (CNY/RMB) (amount as displayed) and that the USD amount displayed between brackets is for reference only. Certain credit cards do not accept payments in certain currencies, in which case an alternative currency (typically based on the country of the issuing bank) will be proposed in a new field. Trip4asia will not be responsible for any conversion made / done by credit card or other mode of payment gateway. Please pay attention to the booking/order form fields prior to clicking the confirmation button.

4. Standard Amendment and Cancellation Policy

Your purchase does not automatically guarantee a reservation. Your purchase will be confirmed via email within 4 working days. The cancellation policy will take effect once you submit your reservation. If your purchase cannot be confirmed by operators or vendors for any reason, we will fully refund your purchase without any additional charges. We recommend each customer to read and review the cancellation policy with due consideration.

For any cancellation request, you are advised to contact our customer service. Cancellation windows vary on a case by case basis. For non-refundable bookings, strictly no refund will not be entertained.

The operators or vendors, not Trip4asia, is the offeror of the Service(s) for the services, to which the booking corresponds to, and is solely responsible for accepting or rejecting any booking you purchase, as related to all such Service(s).

Please directly consult with the Trip4asia customer service if you have any enquiries or complaints in respect of the Service(s) you received in connection with your booking. Except as expressly set forth herein, all fees paid for bookings are non-refundable. Prices quoted of the bookings are in the currency stated on the Site or App at the time of purchase.

If you have made a booking and it is cancelled by the operators or vendors, Trip4asia will notify you as soon as reasonably practicable, and will process a full refund to the credit card/debit card you used to purchase such Voucher.

5. Privacy

We respect your privacy. Please have a look at our **Privacy or Personal Data Protection Notice** for further information.

A word about failed payments

For a variety of reasons, payment on the Site or App may fail. In such cases, Trip4Asia will offer you reasonable alternatives to ensure your reservation can go ahead BUT Trip4asia will not be held responsible if the alternatives are not successful. If you have any questions, please contact our Customer Service department.

6. Booking/Order conditions

By making a booking/order on our Site or App, you accept and agree to the relevant vendor(s) booking/order conditions, including cancellation and no-show policies applicable to that booking/order, and to any additional (delivery) terms and conditions of the operators or vendors that may apply to your reservation. Please note that you may be charged for your cancellation in accordance with the operators or vendors' cancellation and no-show policy.

We recommend that you read the cancellation and no-show policy of the operators or vendors carefully prior to making your reservation. Regardless of the operators or vendors' cancellation policy, Trip4Asia reserves the right to charge a cancellation fee(s); this will be indicated on the Site or App. Please carefully check the service(s) details thoroughly for any such conditions prior to making your reservation.

If you wish to review, adjust or cancel your reservation, please contact our Customer Service 14 days prior to the performance of the Voucher(s). Any review, adjustment or cancellation of your reservation done after the 14 days deadline shall not be entertained by Trip4asia.

Many operators or vendors have specific policies around children, and/or pets. As indicated above, you are strongly advised to check with the operators or vendors itself or to verify the operators or vendors policies prior to making the booking/order. Trip4asia shall not entertain any complain(s) after reservation is confirmed.

Special Needs: If you have special needs (e.g., wheelchair accessible room) you must contact the operators or vendors DIRECTLY and verify that special needs can be met. Please note that all special requests are subject to availability and cannot be guaranteed by Trip4Asia . Trip4asia shall not be held liable for the operators or vendors' failure to meet the special request. If available, your request will be confirmed upon arrival by the operators or vendors. We will not be held responsible if the operators or vendors does not fulfil your special needs.

7. Delivery & Shipping Policy

This is only applicable for physical voucher(s) or product(s) order made through Trip4Asia Site or App. Orders are packed and shipped Monday – Friday (UTC +8, MYT) only. Orders placed on Saturday and Sunday and selected holidays are processed on the next business day. Shipping costs will automatically be calculated on your order depending on the order amount. We ship goods via local express courier services. When your parcel is sent out, you will get the information via email. If we are unable to process your order due to inaccurate or incomplete payment information, your order processing may be delayed until all information are verified by the buyer.

A. Malaysia Local Delivery Service

A standard shipping & handling fee of MYR 6 (Ringgit Malaysia Six) is applicable to East Malaysia and MYR 12 (Ringgit Malaysia Twelve) to West Malaysia for every transaction for local delivery unless otherwise stated. *(the fee is subject to change by the management without prior notice). STRICTLY NO REFUND for shipping & handling charges. All orders are dispatched and delivered by the designated carrier from Monday to Friday, excluding weekends and public holidays.

Order confirmation and closing time is before 12 pm from Monday to Friday (UTC +8, MYT) (except public holidays and considered the next business working day where applicable). Confirmed orders will be processed within the next four (4) business working days, excluding Saturday, Sunday & public holidays. Delivery lead time for Orders to arrive (after processing and packing) is as follows:

- Peninsular Malaysia: 7 - 8 business working days.*
- Sabah & Sarawak: 8 - 10 business working days.*

*subject to courier service's changes.

B. Sales, Promotion and Festive Periods

During peak online sales & promotional periods, orders that require deliveries may take longer time. For festive seasons, please place your order 20 (twenty) days in advance in addition to the regular lead time required.

You will receive an email with your tracking number once your package is shipped. You can also view your tracking number by logging in and clicking "Sign in" then "Order Tracking". For all other delivery questions, please contact us on: cs@trip4asia.com.

8. Intellectual Property Rights - Trademark Notice

The mark "Trip4Asia", as well as certain local language transliterations thereof is a registered trademark of or licensed to Trip4Asia & and/or its affiliated companies in many countries worldwide. Other product and company names identified on the Site may be the name, trademark, trade name, service mark, logo, symbol or other proprietary designation of Trip4Asia &, its licensor or associated companies or a third party. The use on the Site and App of any name, trade name, trademark, service mark, logo, symbol or other proprietary designation or marking of or belonging to any third-party, and the availability of specific goods or services from such third-party through the Site and App, should not be construed as an endorsement or sponsorship of the Site and App by any such third-party, or the participation by such third-party in the offering of goods, services or information through the Site and App. Trip4Asia and owns the copyright to the Site and App. You are not allowed to use the Trip4Asia and intellectual property unless you have with you our written consent.

The Site and App contains copyright material, trade names and other proprietary information, including, but not limited to, text, software, photos, graphics and may in future include videos, graphics, music and sound. The entire contents of the Site and App are protected by copyright law. We, and our licensors, own copyright and/or database right in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works, or in any way exploit, any of the content, in whole or in part except as provided in the Terms of Use.

Unless stated otherwise, the software required for our services or available at or used by the Site and App and the intellectual property rights (including the trademarks, service marks, logos, designs, copyrights etc.) in the contents and information and material on the Site and App are owned by Trip4Asia and, its affiliated or associated companies, licensors, suppliers (including the operators and vendors) or providers. Trip4Asia and do not assume any liability for copyrighted materials provided by third parties or any intellectual property right infringements by such third parties.

You may use information from the Site or App for your own personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without our express permission and that of the copyright owner. In the event of any permitted copying, redistribution or publication of copyright material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyright material.

We may provide hypertext links to other sites which are operated by other people. Using such a link, you acknowledge leaving the Site or App and proceeding at your own responsibility.

Trip4asia will not hesitate to enforce our rights over any infringement and/or misuse of our intellectual property rights including but not limited to issuing you cease and desist letter, lodging a complaint with the Ministry of Domestic Trade, Cooperatives and Consumerism, and initiating a legal suit. You will be

accountable for any infringement and/or misuse of our intellectual property rights wherein you will compensate us accordingly.

9. Reviews – Further correspondence - Rights to User Content

By completing a booking/order, you agree to receive confirmation messages (email and/or SMS which is chargeable to Trip4asia -out of our goodwill), as well as an invitation email to complete our guest review form which we will promptly send to you after the completion of the performance of the Voucher(s), followed by one or more reminders. Completion is optional. For clarity, the confirmation and guest review emails are transactional and are not part of the newsletters or marketing mails, from which you can unsubscribe (see our Privacy or [Personal Data Protection Notice](#) for more details).

10. Use of the Vouchers

In order to use your Voucher(s), you must appear in person at the meeting point designated by the relevant operators or vendors on time, and present such documents and/or information as may be required by the operators or vendors, that may include your Confirmation Number and/or your printed Voucher(s). If you fail to appear on time or to provide the required documents or information, no refunds will be granted. We will not entertain any request for refund.

An operators or vendors may also require you to provide an identification document bearing your photo (if any) in order to use your Voucher(s). Neither Trip4asia or the operators or vendors is responsible for lost, destroyed or stolen Vouchers(s). Vouchers(s) will be void if the performances of the relevant Services to be provided are prohibited by law. If you attempt to use a Voucher(s) in an unlawful manner (e.g., you attempt to use a Voucher(s) for Rave Party when you are under the legal age to do so), the respective operators or vendors may refuse to accept your Voucher(s), and no refunds will be granted. We will not entertain any request for refund.

The terms of use for each Voucher(s) may vary amongst operators or vendors and any restrictions that apply to the use of such Voucher(s), including but not limited to a minimum age requirement, will be conveyed to you at the time of purchase on the Site or App. Voucher(s) are admission tickets to one-time events ('Events'), unless stated otherwise. The date(s) on which a Voucher(s) can be used will be stated on the Voucher(s). If you do not use your Voucher(s) on or by the date(s) noted on such Voucher(s), except as expressly set forth therein, no refunds will be granted.

Please directly consult with the operators or vendors if you have any enquiries or complaints in respect of the Service(s) you received in connection with your Voucher(s). Except as expressly set forth herein, all fees paid f Voucher(s) are non-refundable. Prices quoted f Voucher(s) are in the currency stated on the Site or App at the time of purchase.

Trip4asia reserves the right to deny and cancel bookings/orders or purchases of any Services that are deemed in violation of this policy. Such a determination is at Trip4asia 's sole discretion.

11. Travel advisory – Visa requirements

Although most travel is completed without incident, travel to certain destinations may involve greater risk than others. We urge passengers to review travel prohibitions, warnings, announcements and advisories issued by their governments prior to booking travel, particularly when travelling to international destinations. Failure to do so, Trip4asia shall not be held responsible and will not compensate.

By displaying Accommodations in particular destinations, Trip4Asia does not represent or warrant that travel to such points is advisable or risk-free and Trip4Asia can never be held liable for damages or losses that may result from travel to such destinations. Trip4Asia can under no circumstances be held liable for any incidents occurring during your stay at the Accommodation. You are strongly advised to check the relevant travel advisories issued by your government for any country you are visiting and to take the necessary precautions. You are also advised to take personal travel insurance. At all material times, Trip4asia is a platform for booking of accommodation only, the final decision as to the reservation of the Accommodation solely rest on you.

Trip4Asia cannot be held liable for any loss incurred in the event of your failure to hold the necessary passports, visas and documentation for your journey. You are advised to check with the relevant embassies, consulates and/or visa departments of the countries you wish to visit. It is your responsibility to obtain whatever travel documents are required. Trip4asia will not entertain any complaints pertaining to and/or arising from the issue(s) above.

Please note that some countries have strict rules and regulations on the import of restricted or prohibited goods, items or substances. These can include but are not necessarily limited to alcohol, tobacco, perfumes, drugs, medication, books, movies, DVDs, adult entertainment materials, food stuffs, plants, animal parts, etc. It is your responsibility to verify and comply with applicable regulations. Non-compliance can lead to severe penalties.

12. Complaints

If you have complaints about Trip4Asia's service, you can contact our Customer Service team. We will exercise reasonable skill and care to assist you.

Please note that any complaint(s) about the operators of vendors (policies, standards, service, facilities, decoration, food, etc.) is ultimately a matter for the operators of vendors itself.

13. Legal

Disclaimer of Warranties

All content, including software, products, services, information, text and related graphics contained within or available through the site are provided to you on an "as is," "as available" basis. Trip4asia makes no representations or warranties of any kind, either express or implied, as to the operation of this website or the information, content or materials included on this website and to the fullest extent permissible pursuant to applicable law, trip4asia disclaims all representations, conditions and warranties of any kind, either express or implied, including, but not limited to, the implied conditions or warranties of merchantability or satisfactory workmanlike effort, informational content, title, or non-infringement of the rights of third parties. Trip4asia does not warrant or make any representations that the site will operate error-free or uninterrupted, that defects will be corrected, or that the site

and/or its servers will be free of viruses and/or other harmful components. Trip4asia does not warrant or make any representations regarding suitability, availability, accuracy, reliability, completeness, or timeliness of any material of any kind contained within the site for any purpose, including software, products, services, information, text and related graphics content.

Trip4asia is not responsible for any failures caused by server errors, misdirected or redirected transmissions, failed internet connections, interruptions in the transmission or receipt of reservations or, any computer virus or other technical defect, whether human or technical in nature.

General Limitation of Liability

To the extent permitted by law, in no event shall trip4asia, including its respective officers, directors, employees, representatives, subsidiaries, affiliates, distributors, suppliers, licensees, agents or others involved in creating, sponsoring, promoting, or otherwise making available the site and its contents (collectively the "covered parties"), be liable to any person or entity whatsoever for any direct, indirect, incidental, special, exemplary, compensatory, consequential, or punitive damages or any damages or losses whatsoever, including but not limited to (where relevant, caused by): (i) loss of production, loss of profit, loss of revenue, loss of contract, loss of or damage to goodwill or reputation, loss of claim, business interruption, data or other intangible losses; (ii) your inability to use, unauthorized use of, delay, performance or non-performance of the site; (iii) unauthorized access to or tampering with your personal information or transmissions; (iv) the provision or failure to provide any service, including services rendered or products offered by the operators and vendors, (partial) cancellations or overbooking's; (v) errors or inaccuracies contained on the site or any information (including but not limited to the (descriptive) information (including rates, availability and ratings) of the operators and vendors as made available on the site), software, products, services, and related graphics obtained through the site; (vi) any transactions entered into through the site; (vii) any property damage including damage to your computer or computer system caused by viruses or other harmful components, during or on account of access to or use of the site or any site to which it provides hyperlinks; or (viii) damages otherwise arising out of the use of the site, any use, delay or inability to use the site, or any information, products, or services obtained through the site; or (ix) any (personal) injury, death, property damage, or other damages attributable to the operators and vendors (its employees, directors, officers, agents, representatives or affiliated companies) (x) any damages caused by a force majeure event. The limitations of liability shall apply regardless of the form of action, whether based on contract, tort, negligence, strict liability or otherwise, even if a covered party has been advised of the possibility of damages. A force majeure event is any event beyond the Covered Parties' control and can include, but is not limited to, natural disasters, weather conditions, fire, nuclear incident, electro-magnetic pulse, terrorist act, riots, war, arson attacks, insurgency, rebellion, armed hostilities of any kind, labour disputes, lockouts, strikes, shortages, government actions or restraints, pilferage, bankruptcy, machinery breakdown, network or system interruptions or breakdown, internet or communications breakdown, quarantine, epidemic, pandemic etc. No responsibility is accepted for any additional expense, omissions, delays, re-routing or acts of any governmental authority. No Covered Party shall be responsible for any operators and vendors' breach of any condition or warranty including, but not limited to, implied conditions or warranties of fitness for a particular purpose or of merchantability, nor shall any Covered Party be responsible for any other wrongdoing of a operators and vendors (including any liability in tort), as to any products and/or services available through the Site. Trip4Asia does not guarantee continuous access without interruption to the Site.

Trip4Asia's liability is excluded or limited to the maximum extent permitted by law. Without prejudice to the limitations set out in the Terms of Use, Trip4Asia 's liability shall in any event not exceed the lesser of (a) the aggregate cost of your reservation as set out in the confirmation email (whether for one event or series of connected events) or (b) two hundred and fifty United States dollars (or its equivalent in local currency). Claims should be submitted as soon as possible after occurrence of the event giving rise to the claim. Claims with undue delay may be considered void. Only bona fide claims will be considered.

Indemnity

You agree to indemnify and hold harmless Trip4Asia from and against any liability, damage or loss including legal fees and expenses that Trip4Asia incurs or suffers as a result of any action, inaction or omission by you. If you use the Site for or on behalf of a third-party ("Third-party"), such as a family member or a travelling companion, you are responsible for any error in the accuracy of information provided in connection with such use. In addition, you must inform the Third-party of all applicable terms and conditions. Each customer using the Site for or on behalf of a Third-party agrees to indemnify and hold each Trip4Asia harmless from and against any and all liabilities, losses, damages, suits and claims (including the costs of defence), relating to the Third-party's or the user's failure to fulfil any of its obligations as described above.

Severability

The Terms of Use shall be deemed severable. In the event that any provision is determined to be unenforceable or invalid, such provision shall nonetheless be enforced to the fullest extent permitted by applicable law and such determination shall not affect the validity and enforceability of any other remaining provisions. The severed provisions shall be replaced by a provision approximating as much as possible the original wording and intent.

Termination

This Terms of Use shall remain in full force and effect while you use this Site or App. Trip4asia may terminate or suspend your access to this Site or App or your membership at any time, for any reason, and without notice, which may result in the forfeiture and destruction of all information associated with your membership. Trip4asia may also terminate or suspend any and all Services and access to this Site or App immediately, without prior notice or liability, if you breach any of the terms or conditions of this Terms of Use.

Upon termination of your account, your right to use or access the Site or App, and any Content will immediately cease. All provisions of this Terms of Use which, by their nature, should survive termination, shall survive termination, including but not limited to ownership provisions, warranty disclaimers, and limitations of liability.

If this Terms of Use is terminated as a result of your breach, Trip4asia reserves the right to cancel any outstanding purchases you may have, prior to the said termination, without refund or liability to you.

Assignment

This Terms of Use is strictly not assignable, transferable or sub-licensable by you. Trip4asia may transfer, assign or delegate this Terms of Use and its rights and obligations without prior notice to you.

Miscellaneous

Trip4Asia does not in any way (directly or indirectly, independently or in conjunction with any party) own, manage, operate or control the operators of vendors. The operators of vendors are liable and responsible for providing Voucher(s) service and welcoming people who have booked through Trip4Asia as their guests.

You are at all times bound by the local laws and regulations. Things which are legal in certain countries may be illegal in others. You should enquire about applicable restrictions. Trip4Asia cannot be held liable in case operators or vendors refuses to check you in or asks you to leave for legal or regulatory reasons.

For your convenience, the Site and the Terms of Use exist in a number of languages and local versions, but have originally been drawn up in the English language. In case of conflict between the English language version and a translated version, the English version of the Terms of Use shall prevail at all times.

Trip4Asia reserves the right, in its sole discretion, to modify, suspend, or terminate the Site or App and/or any portion thereof, including any service or product available through the Site or App, and/or your use of the Site or App, or any portion thereof, at any time for any reason with or without notice to you. In the event of termination, you will still be bound by your obligations under the Terms of Use, including the warranties made by you, and by the disclaimers and limitations of liability. Additionally, Trip4Asia shall not be liable to you or any third-party for any termination of your access to the Site. Trip4Asia reserves the right to amend or repeal the Terms of Use (or parts thereof) as it deems appropriate.

Failure by us to enforce a right does not result in waiver of such right. You may not assign or transfer your rights. We may amend the Terms of Use at any time by posting a variation on the Site. The latest version of the Terms of Use will supersede all previous versions. You are required to exercise reasonable care when using our Site or App and check from time to time for any variation.

Entire Agreement

This Terms of Use (*as may be amended from time to time*), constitutes the entire agreement between the Trip4asia and you with respect to the matters contained therein and any and all previous agreements and understandings between Trip4asia and you with respect to such matters. Trip4asia and you have entered into this Agreement in reliance upon the representations and mutual undertakings contained herein and not in reliance upon any oral or written representations or information provided by the operators of vendors or any representative of the operators of vendors which is not referenced herein.