

Terms & Conditions

Please read these Terms and Conditions of use carefully before using or obtaining any content, products, or services through our websites. Access to and use of SMCTravel.com (hereinafter referred to as the Site) is subject to acceptance of the terms and conditions below. By accessing, using or obtaining any content, products, or services through these websites, you agree to be bound by these terms.

Important Notice

Content Error: Effort has been made by SMCTravel.com to ensure all contents on the website are accurate at the time of publishing. SMCTravel.com would not be held responsible or liable for any content errors that arises from these unforeseen circumstances.

Rate Error: Effort has been made by SMCTravel.com to ensure our suppliers and partners publish the accurate rate. In the unlikely event if the rates are wrongly published and the error has been detected, SMCTravel.com reserves the right to cancel the booking even after the confirmation has been made, within 72 hours from the booking time. SMCTravel.com will fully refund the amount that has been paid and would not be held responsible for the error. Confirmed bookings that surpasses the 72 hours mark (confirmation date and time) would be honored.

YOU AGREE TO:

- 1.0. Be responsible for maintaining the secrecy of your User ID and password. In addition, you will be financially accountable for all use of our site by you and anyone, including minors using your password and login information.
- 2.0. Immediately notify SMCTravel.com if you become aware of, or suspect, any unauthorized access to your User ID and Password, or any other breach of security. SMCTravel.com will not be liable for any loss that you may incur as a result of any unauthorised usage of your User ID or Password or account, either with or without your knowledge.
- 3.0. Maintain and promptly update your account to keep it true, accurate, current and complete.
- 4.0. Not to use the Reservation Service in a way which interferes with its availability for other users.
- 5.0. Not to use the account of any other member of the Reservation Service, without the express permission of the account holder.
- 6.0. Not to use the Reservation Service to make any speculative, false or fraudulent booking/reservation or any booking/reservation in anticipation of demand.
- 7.0. You must be the age of majority in the laws of your jurisdiction or residence to register for, use or Book the Products or Services available on the Site.

YOU MAY NOT:

- 1.0. Copy, reproduce, upload, post, display, republish, distribute, transmit, any part of the Content in any form whatsoever.
- 2.0. Use a frame or border environment around the Site, or other framing technique to enclose any portion or aspect of the Site, or mirror or replicate any portion of the site.
- 3.0. Modify, translate into any language or computer language, or create derivative works from, any Content or any part of this Site.
- 4.0. Use the Site to make any false, fraudulent or speculative reservation, or any reservation in anticipation of demand.
- 5.0. Place false or misleading information on the Site.
- 6.0. 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 offense, give rise to civil liability, or otherwise violate any law; or for any other purpose that is unlawful or prohibited by these Terms.
- 7.0. Upload or transmit to the Site or use any device, software or routine that contains viruses, Trojan horses, worms, time bombs, or other computer programming routines that may damage, interfere or attempt to interfere with, intercept, the normal operation of our Site, or appropriate the Site or any system, or take any action that imposes an unreasonable load on our computer equipment, or that infringes upon the rights of a third party.

GENERAL TERMS

- 1.0. **Termination**
SMCTravel.com, in its sole discretion, may, at any time and without advance notice or liability, terminate or restrict your access to all or any component of our Site, even if access continues to be allowed to others. Upon such termination or suspension, you must immediately discontinue use of the Site, and destroy any copy you have made of any portion of the Site. Accessing the Site after such termination, suspension, or discontinuation shall constitute an act of trespass. SMCTravel.com shall not be responsible to you to such suspension or termination.
- 2.0. **Changes**
Any aspect of the Site may be changed, supplemented, deleted, updated, discontinued, suspended, or modified at any time, and without prior notice to you. However, we make no commitment to update the information contained on this Site. You agree that SMCTravel.com shall not be liable to you for any delay or other damages that might result from such modification, suspension, or discontinuance. We may also, at any time, change or impose fees for certain services, or establish or change general practices and limits concerning certain services. We may also modify these Terms.

- 3.0. Services
We will use our reasonable commercial efforts to keep our Site available on a 24-hour/7-day-a-week basis, subject to necessary scheduled downtime for maintenance, unscheduled maintenance, and system outages. We cannot promise that access to the Site will be uninterrupted or available at all times. We assume no liability or responsibility for any delay, interruption, or downtime.
- 4.0. Website Content
- 4.1. To the maximum extent permitted by law, we exclude all warranties regarding this website and any services provided by us except as expressly provided in these terms and conditions.
- 4.2. As a condition of your use of this website, including any services provided by us, you agree to indemnify us from and against any liability, damage or loss that we incur or suffer as a result of any action, inaction or omission on your part.
- 4.3. Every effort is made to ensure website accuracy at the time of posting material to the site, however SMCTravel.com cannot be held responsible for typographical errors or errors arising from unforeseen circumstances. You acknowledge and accept that we cannot, and are not obliged to, check the accuracy of information provided by third parties.
- 4.4. All trademarks, service marks and trade names used on this are either proprietary to us or the owners of such marks have granted us the right to use such marks on this website.
- 5.0. Viruses
We make reasonable attempts to exclude viruses from the Site, but cannot ensure that the Site will be at all times free from viruses or other destructive software. You are urged to take appropriate safeguards before downloading information from the Site. We assume no responsibility for any damages to computer equipment or other property that may result from use of the Site or downloading anything from the Site.
- 6.0. Limitation of Liability
Subject to applicable law, use of this Site and its Content is at your sole risk. Services and Products made available on this Site are subject to conditions imposed by the Providers, including but not limited to tariffs, conditions of carriage, international conventions and arrangements, and federal government regulations. Providers who furnish products or services through this Site are independent contractors, and not agents or employees of SMCTravel.com
- 7.0. Indemnification
You agree to defend and indemnify SMCTravel.com and any Provider, and each of their respective officers, directors, employees and agents from and against any claim, cause of action or demand, including without limitation reasonable legal and accounting fees, in excess of the liability described above, in any action filed or commenced by any third party against SMCTravel.com as a result of (1) your breach of these Terms or the documents made part of these Terms by reference, (2) your violation of any law or the rights of a third party or (3) your use of our Site.
- 8.0. Prior Terms and Conditions
These Terms supersede any prior SMCTravel.com Terms and Conditions relating to the use of the Site that were displayed on this Site before the date stated above. Unless specifically provided, they do not supersede the Additional Terms for carriage, awards, attractions provided elsewhere in this Site.
- 9.0. Electronic Notification
To the extent that we may need to contact you, you agree that we may do so via any electronic means, included but not limited to communication posted on the Site, electronic mail, or instant messaging.
- 10.0. Itinerary is subject to change according to the local environment & condition.
- 10.1. Flight Timing and Schedules are not guaranteed and do not form part of the contract. They are subject to change at the insistence of the Aviation or Government Authorities for the Tour member's safety, security and other reasons. Neither the Company nor the Carrier concerned will accept liability for reasons of flight cancellations, delays or diversions that is not within its control.

PDPA

Your right to privacy is very important. We recognise that when you choose to provide us with information about yourself, you trust us to act in a responsible manner. We believe this information should only be used to help us provide you with better service. That is why we have put a policy in place to protect your personal information. Our company, SMCTravel.com (MY) Sdn Bhd collects, stores and handles your personal information in accordance with the Personal Data Protection Act 2010 (PDPA) and the laws of Malaysia Below is a summary of our policy.

Please read this Privacy Statement to understand how we use the information that we may collect from you. By providing your personal information to us, you're consenting to this Privacy Statement and the collection, uses, access, transfers, storages and processing of your personal information as described in this Privacy Statement

1. What kind of Personal Information do we collect

For us to provide you with our products and services and to operate in an effective manner, we need to collect the relevant personal information from you. The personal information collected by us may include (but is not limited to) the following:

- Contact information such as Name, Date of Birth, Identification, travelling documentations (including NRIC or Passport number), gender, nationality, race, country of residence, current private address, telephone or mobile number, fax number and email addresses.

- Your credit card information or your bank account details, your associated billing addresses and expiration dates.
- Your flight information or details, necessary information to facilitate your travel or other services, including travel companion names, emergency contacts.
- Personal information provided via survey, contest, competition or other marketing efforts. Information provided to our customer service representatives to help resolve issues, questions, booking assistance and when lodging a complaint.
- We also collect information via our website @ www.SMCTravel.com when you subscribe to our newsletters.

2. How do we collect your information

We may collect your personal information from you when:

- You communicate with us via emails and calls to our customer service centre.
- You register or subscribe to our websites and newsletters
- You make a booking with us.
- You participate in any of our surveys, contest, competitions, loyalty programmes run and organized by us.
- You visit us at our travel fairs.
- You provide your feedbacks to us.

3. How do we use the information collected.

We generally use your information for administrative purposes. Example: processing, confirming, fulfilling, arranging and completing your bookings, request and transactions for our services.

We would also use your information for the purposes of billing and accounting, security, marketing information, customer relations and also to help us improve and help us in any future engagements with you.

We would also use your emails that has been provided with your consent, to send you marketing updates, booking confirmation, booking enquiries.

4. How do we protect your privacy

We take extra care when dealing with your personal information and we will take the appropriate steps to protect your privacy.

- Credit card and bank details are used only for payments.
- We do not share or sell any of the information that you have provided us via our channels to any other companies or individuals without your permission.

5. How do we manage children/ kids privacy

Children under the age of 18 are requested to not submit, post or share your information with us, without parent's or guardian's consent.

Information of children under the age of 18 would only be collected to process bookings of flights, hotels, packages, activities, cruises and other travel services we provide. Information should only be provided by the parent or guardian. Information that we would collect would be: name, age, date of birth, travelling documents and supporting travelling documents.

6. What are cookies and how do we use them

The usage of cookies on our website is in no way linked to any personally identifiable information. Cookies are purely used for programming purposes. We use them as a mechanism to remember the information that is selected from one page to another.

This will allow you to leave the page with information selected and come back later, and still have the page that we were looking at intact. If you switch off the cookies, you would still be able to browse the site without any problems.

For security reasons, your credit card information would not be saved or remembered. You would need to key in the credit card number each time you make a purchase.

7. Updates to the Privacy statement

We would amend this privacy statement from time to time according to the laws. The updated version shall apply and supercede all the previous versions. Do check out our website for our most updated practices.

8. How to contact us

Should you have any enquiries, request, concerns or complaints in regards to this Privacy Statement, kindly contact us @

5-20, Staircase 5,
Wisma KLH Business Centre,
Puchong Jaya,
47170 Puchong,
MALAYSIA
Phone: 603-2035 6665
Email: admin@diytourasia.com