

Terms of Service

BY USING ANY OF THE Travel Box SERVICE, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THESE TERMS OF USE. IF YOU DISAGREE WITH ANY OF THESE TERMS OF USE, PLEASE UNDERSTAND YOU CANNOT USE ANY OF THE Travel Box SERVICE.

1. Your Relationship with Travel Box

1.1 These Terms of Use govern your use of the "Travel Box platform" (travelboxsabah.com), any other online or offline services provided by us, as well as govern your consumer activities in tourist experience through Travel Box (collectively referred to as the "Travel Box Service").

1.2 These Terms of Use will constitute a valid contract between you and Travel Box. While using any of the Travel Box Service, you shall accept to be bound by any and all additional terms and conditions, as may be updated from time to time, applicable to such services and Travel Box's "Privacy Policy." All such terms mentioned are hereby incorporated into these Terms of Use.

1.3 In the event that relevant laws require, or Travel Box deems necessary, Travel Box may amend or update these Terms of Use at any time without prior notice to you. If there is any change to these Terms of Use, we will post the latest version of these Terms of Use on our website (travelboxsabah.com), and we will indicate the date on which these Terms of Use were last updated. Your continued use of the Travel Box Service after an update to these Terms of Use constitutes your acceptance of the updated version. Please check the latest version of these Terms of Use when you use the Travel Box Service at any time.

2. The Travel Box Service

2.1 Our Travel Box Service offers an easy and simple way to select and purchase tour itineraries, transportation services, tickets and other travel experience related services supplied by Travel Box or our third-party suppliers ("Suppliers") through the Travel Box Platform. You acknowledge and agree that the specific service selected and purchased by you is for your personal and non-commercial use only. To the fullest extent permitted by law, you also agree that we may change, suspend, discontinue, or terminate any services at any time and may impose regulations or restrictions on, or amend the terms of, certain services, or limit your access to any part or all of the services, without prior notice to you.

2.2 You may incur fees and expenses which shall be paid to the Suppliers by you through your use of the Travel Box Service. In addition, you may be subject to the terms and conditions imposed by the Suppliers. You acknowledge and agree that you are solely responsible for all such fees and expenses, and you agree to pay all such fees and expense and abide by all such terms and conditions imposed by the Suppliers.

2.3 We will make effort to maintain the operation of the Travel Box Service and the Travel Box Platform, but we do not guarantee that the Travel Box Service and the Travel Box Platform will always function properly or stay uninterrupted by external factors. You agree that we reserve the right to reject your visit to the Travel Box Platform or your use of the Travel Box Service, and you also agree that we reserve the right to change, suspend, discontinue, or terminate the Travel Box Service or the Travel Box Platform.

3. The Platform Content

3.1 The term "Platform Content" used in these Terms of Use refers to all the materials presented or used on the Travel Box Platform by us, including but not limited to text, photographs, graphics, images, illustrations, video, audio, data, code, and other materials. You acknowledge and agree that all the Platform Content is the proprietary property of Travel Box or the licensors who license Travel Box to use such materials, which are protected by the relevant intellectual property laws. Travel Box may change, modify, or remove any Platform Content without prior notice to you.

3.2 Subject to your compliance with these Terms of Use, we hereby agree to grant you a limited, non-exclusive, non-transferable license to use or access the Travel Box Platform, and we may revoke this license at any time without prior notice to you. You agree to comply with relevant intellectual property laws and other applicable laws and regulations, and solely use and access the Platform Content for personal, non-commercial, entertaining purpose. You promise that, in no event, will you use, reproduce, translate, transmit, broadcast, sell, assign, create derivative works based on or in any other way exploiting the Platform Content in a way that harms Travel Box or the licensors who license Travel Box to use such materials. You also undertake not to massively copy, save, or download any Platform Content in any form. In addition, you agree that you will bear all risks arising out of your use or access to any Platform Content. To the fullest extent permitted by law, we are not liable in any way for any Platform Content, including but not limited to any errors or omissions in the Platform Content. You shall be solely liable for any losses or damages suffered by any person as a result of your use or access to the Platform Content.

3.3 You acknowledge and agree that, in the course of your use or access to the Platform Content, we may not be able to know who other third-party users you interact with or predict or control their behavior. Therefore, we cannot guarantee the authenticity and accuracy of any contents, materials or information provided by other third-party users through the Travel Box Platform.

4. Information You Provide

4.1 You hereby agree and authorize us to use your personal information in accordance with Travel Box's "Privacy Policy."

4.2 In order to collect your opinions and improve the Travel Box Service, you agree to accept the invitation of traveler review through SMS, email, or the Travel Box Platform, and you can decide whether to fill out the traveler review at your own discretion. When we receive your traveler review, we have the right (but not the obligation) to upload your review to the relevant pages of the Travel Box Platform and to share and disclose the extent of your satisfaction and opinions. You shall ensure that the traveler review you provide is not misleading and must not contain inappropriate, defamatory, threatening, abusive and other offensive words, nor may you contain your and other persons' personal information and information that is not related to tourist experience in nature, or other content that violates the laws and regulations.

4.3 You understand and agree that in the course of your use of the Travel Box Service, the traveler review you provide, including but not limited to text, photographs, images and videos, may be used by Travel Box, the Supplier or the users of the Travel Box Platform, regardless of whether such traveler review meets all the elements of a copyright under relevant intellectual property laws. Therefore, when you provide your traveler review to Travel Box, it means that you irrevocably agree: (a) to grant Travel Box or the Supplier to reproduce, reformat, excerpt, modify, translate, create derivative works or otherwise use it on a non-exclusive, world-wide, royalty-free, perpetual, and sub-licensable condition, including but not limited to the promotion in any media formats and through any media channels; and (b) to non-exclusively grant the users of the Travel Box Platform to access, use, reproduce, create derivative works or otherwise use it reasonably for non-commercial purpose through the Travel Box Platform. However, your authorization, unless otherwise agreed by you in writing, will not affect your ownership of the information you provide.

4.4 You warrant that all the information you provide (including but not limited to text, photographs, graphics and video) will not violate any laws and regulations, and will not infringe any third party's rights, and Travel Box will not infringe any third party's rights by using such information; you fully understand that you are solely responsible for all the information you provide and Travel Box will not be liable for any error or omission in any content.

4.5 You expressly agree that we may, at our sole discretion, remove any information you provide from the Travel Box Platform.

5. Your Undertakings

5.1 You shall use the Travel Box Service or the Travel Box Platform fully and only in accordance with these Terms of Use; you shall be solely responsible for all your behaviors of using the Travel Box Service or the Travel Box Platform.

5.2 You shall promise the following:

(a) You agree not to copy, reproduce, distribute, publish, display, perform, transmit or broadcast any part of the Travel Box Service without our prior written authorization, including, by way of example and not limitation, by doing or engaging in any of the following without our prior express written consent: (i) altering, defacing, mutilating or otherwise bypassing any approved software through which the Travel Box Service is made available; and (ii) using any trademarks, service marks, design marks, photographs or other content belonging to Travel Box or obtained from the Travel Box Service.

(b) You agree not to bypass, damage, or otherwise interfere with any security or other features of the Travel Box Service designed to control the manner in which the Travel Box Service is used, harvest or mine the service content from the Travel Box Service, or otherwise access or use the Travel Box Service in a manner inconsistent with individual usage.

(c) You agree not to undertake, cause, permit or authorize the translation, reverse engineering, disassembling or hacking of any aspect of the Travel Box Service, including any service content available on or through the Travel Box Service, or attempt to do any of the foregoing, or otherwise attempt to use or access any portion of our service other than as intended by Travel Box, except and solely to the extent permitted by these Terms of Use or other regulations.

(d) You agree not to use, display, mirror, frame or utilize framing techniques to disclose the Travel Box Service, including any service content available on or through the Travel Box Service, or any portion thereof, through any other application or website, unless and solely to the extent we make available the means for embedding any part of the Travel Box Service or service content.

(e) You agree not to access, tamper with, or use non-public areas of the Travel Box Service, Travel Box's (and our hosting company's) computer systems and infrastructure, or the technical delivery systems of our providers.

(f) You agree not to harass, abuse, harm or advocate or incite harassment, abuse or harm of another person or group, including our employees and other users.

(g) You agree not to provide any false personal information, create a false identify, or impersonate another person or entity in any way.

(h) You agree not to solicit, or attempt to solicit, personal information from other users.

(i) You agree not to restrict, discourage, or inhibit any person from using the Travel Box Service, disclose personal information about a third person on the Travel Box Service or obtained from the Travel Box Service without the consent of such person, or collect information about our users.

(j) You agree not to use the Travel Box Service to communicate or facilitate any commercial advertisement or solicitation, except as expressly permitted in these Terms of Use.

(k) You agree not to engage in any fraud, breach of the information security of Travel Box Platform, crack the passwords of other users, transfer or illegally save the data or engage in any other illegal activities.

6. Order Confirmation and Refund Policy

6.1 You can select and purchase tour itineraries, transportation services, tickets and other travel experience related services provided by Travel Box or the Supplier in a specific currency through the Travel Box Platform. Except for certain orders which will be confirmed immediately after you place your order, other orders must be confirmed by Travel Box or the Supplier afterwards. You agree to receive notification of successful bookings/orders via SMS, email, or mobile applications, and you acknowledge and agree that the time it takes to reply to the result of your bookings/orders as indicated on the Travel Box Platform is for reference only. You also agree that the time it takes to confirm the success of your bookings/orders may be adjusted based on the actual situation.

6.2 Travel Box reserves the right to change or adjust the prices and fees of tour itineraries, transportation services, tickets and other travel experience related services provided by Travel Box or the Supplier at any time. These changes may be announced via SMS, email, the website, and mobile applications. If you use the Travel Box Service after the notice of such changes, it means you agree and accept the changed prices and fees.

6.3 You agree that Travel Box may, at our sole discretion, refuse or cancel any booking or order that may violate these Terms of Use.

6.4 You agree that you will pay your bookings/orders in accordance with the payment method we accept; you acknowledge and agree that we are not obligated to process or execute your bookings/orders until you complete the payment in accordance with the payment process instructed by us. Unless otherwise provided in these Terms of Use, the payment for orders/bookings made by you is non-refundable.

6.5 In the case that the service you selected and purchased is provided by a Supplier instead of Travel Box, such Supplier will accept or reject your booking/order on its own and be responsible for providing all related services. If you have any questions about the content of the service provided by the Supplier, you may first ask the Supplier to obtain the most direct information; but you can also contact Travel Box, and we will try to contact the Supplier to find a solution.

6.6 You acknowledge and agree that the specific service provided by any Supplier may result in additional taxes or fees and expenses depending on the actual situation, and you may also be obligated to pay the relevant amount directly to the Supplier or the tax authority. Although we have requested the Supplier to provide the latest and accurate conditions of use, restrictions, prices, and other information with respect to the services they provided, Travel Box cannot warrant that all content displayed on the Travel Box Platform will be accurate at all times. If your order/booking is cancelled by the Supplier, Travel Box will notify you as soon as possible in a reasonable manner.

6.7 If you contact us or the Supplier to cancel your order/booking within the cancellation period indicated on the Travel Box Platform at the time of your order/booking, after you have successfully cancelled and received our notice, or if the service you selected and purchased is cancelled according to the conditions and restrictions set by Travel Box or the Supplier, the payment you made will be refunded to you in the same way as you paid. You fully acknowledge and agree that the amount of refund you may receive may differ from the amount you originally pay due to the foreign exchange rate, or the administration fees or service fees collected by the credit card company or the payment processor.

6.8 Use of E-Voucher

6.8.1 If you select and purchase tour itineraries, transportation services, tickets and other travel experience related services through the Travel Box Platform, after the order/booking is successful, except for providing physical vouchers or under other circumstances, you will receive a SMS or email confirming your order/booking, which will include the number of your order/booking and an electronic voucher (“E-Voucher”) that recognizes the service you have purchased. You must print out your E-Voucher for the use of your E-Voucher.

6.8.2 You acknowledge and agree that you must comply with the additional conditions and restrictions of E-voucher set by Travel Box and the Supplier, including but not limited to that: you must show up in person and on time at the meeting point designated by Travel Box or the Supplier within the period of use specified in the E-Voucher, and present documents or materials requested by Travel Box or the Supplier (e.g., an identification document with your photo, the number of your order/booking, your E-Voucher). If you are unable to meet the conditions and restrictions set by Travel Box or the Supplier, you may not be able to redeem the content of the service recognized by the E-Voucher and no refund will be granted.

6.8.3 You acknowledge and agree that if your E-Voucher or the number of your order/booking is lost or stolen, Travel Box or the Supplier has no obligation to reissue the E-Voucher or provide you with the content of the service recognized by the E-Voucher. In addition, if you attempt to redeem an E-Voucher illegally, for example, if you do not meet the legal age for the use of an E-Voucher recognizing a certain content of service, Travel Box or the Supplier may refuse to accept your redemption of the E-Voucher and no refund will be granted.

7. Limitation of Liability

7.1 You understand that the Platform Content may be provided by the Supplier and agree that we do not provide any representation or warranty regarding the accuracy of the Platform Content. You agree that you will not ask Travel Box to be responsible for any Platform Content provided by the Supplier in the future.

7.2 You agree that any content you contact or transmit with the Travel Box Platform is not confidential, and that your communications may be read or intercepted by others. You acknowledge and confirm that there is no confidential, trust or other cooperative legal relationship created between you and Travel Box.

7.3 To the fullest extent permitted by law, you agree that Travel Box and our directors, senior managers, officers, employees, and agents of such personnel are not responsible for any of your direct, indirect, special, incidental, punitive, exemplary or derivative damages arising out of their non-compliance of these Terms of Use and their use of the Travel Box Platform or other acts of negligence.

7.4 To the fullest extent permitted by law, you agree that if you are not satisfied with the Travel Box Service, your sole remedy is to stop using the Travel Box Service. In any event, if we have any liability to you, the maximum amount of compensation is the total amount you paid to us within the 12 months prior to your initial claim.

8. Indemnification

8.1 You shall indemnify and hold harmless Travel Box and our directors, senior managers, officers, employees and agents of such personnel from all losses or damages arising out of any third party's claim for non-compliance of these Terms of Use or the infringement of any intellectual property or any right of others due to your access to the Travel Box Platform or your use of the Travel Box Service, or those who use your Travel Box Member Account. If any of Travel Box and our directors, senior managers, officers, employees, and agents of such personnel suffers any losses or damages, you shall indemnify them, including but not limited to litigation fees, attorney fees, settlement fees and other losses.

8.2 With respect to a claim filed by a third party mentioned above, Travel Box may ask you to defend against any claim or take legal action, and to conduct any settlement negotiations. However, without our prior written consent, you may not take any legal action which may be averse to our rights.

9. Termination

9.1 These Terms of Use will apply to you and Travel Box until Travel Box terminates these Terms of Use. In the event that you violate any provision of these Terms of Use or Travel Box deems necessary at our sole discretion, we may terminate or suspend your use of the Travel Box Service, and your access to the Travel Box Platform or your Travel Box Member Account, without any prior notice to you.

9.2 If these Terms of Use shall terminate in accordance with Section 9.1, you agree that, to the fullest extent permitted by law, we bear no obligation and liability to you, and may cancel any confirmed order prior to the termination without any refund payment to you.

9.3 You acknowledge and agree that any provision of these Terms of Use shall, by its nature, survive termination, including but not limited to the Limitation of Liability.

10. Visa and Insurance

10.1 Regardless of your nationality and destination, you shall check the now effective entry regulations of your destination on your own. Since the visa and health requirements in different countries may be subject to changes without any notice, we recommend that you double-check the relevant current regulations prior to your departure.

10.2 For your own rights and benefits, we recommend that you purchase a comprehensive travel insurance policy prior to your departure.

11. Dispute Resolution

These Terms of Use and your relationship with Travel Box are governed by the laws of business office of Travel Box. You agree that any controversy and dispute arising out of your use of the Travel Box Service shall be submitted to the trial court of the business office of Travel Box for the first instance.

12. Miscellaneous

12.1 If any provision of these Terms of Use is held to be invalid, illegal, or unenforceable, the validity, legality or enforceability of the remaining provisions shall remain in full force and effect.

12.2 We may assign these Terms of Use or any right and obligation hereunder, and may delegate any obligation hereunder, to any third party. Without our prior written consent, you may not directly or indirectly assign these Terms of Use or any right and obligation hereunder to any third party.

13. Contact Us

If you have any questions about our services or these Terms of Use, please contact the Travel Box Customer Service Center (Email: op@travelboxsdnbhd.com) directly and we will answer your request as soon as possible.

Privacy Policy

Effective Date: 20 Aug 2019

Version: 1.1

This official website is established by Travel Box (hereinafter referred to as the "Company", "we" or "Website"). We highly respect the confidentiality of personal data and are committed to the compliance of applicable privacy protection laws. Therefore, we established this Privacy Policy (hereinafter referred to as this "Policy") in order to explain our policies and procedures about how we collect, process, use and disclose your personal data during your use of Website Service, and inform you of the privacy protection you are entitled to according to the laws.

By using Website Service, you agree that we may use your personal data pursuant to this Policy. If there is any undefined term in this Policy, please refer to our Terms of Use. By using Website Service, you agree to be bound by this Policy.

1. Personal Data We Collect

1.1 When you use the Website Service, we may collect, process, and use the following personal data relating to you:

(a) When you book or register as a Website Member or use our services, we will request you to provide personal information, including but not limited to your name, date of birth, nationality, ID card number, phone number, email, credit card information, etc.; if you are a company, we may request for information, including but not limited to the name of your company, the location of your company, tax ID number, telephone, email, credit card information and other necessary information of the primary contact person of your company.

(b) During your use of the Website Service, we may request you to submit other information or documents necessary for you to use the Website Service.

1.2 If you do not provide relevant information provided in Section 1.1 of this Policy, you may not be able to register as a Website Member, use Website Service, or receive our complete services.

2. Our Purposes of Collecting Data

We collect your data for the following purposes:

(a) To provide you with better Website Service and experience, and effectively manage and identify Website Member Account.

(b) To verify and process credit card information or other valid Payment Method you may provide.

(c) To operate and improve Website's services and marketing.

(d) To analyze your behavior regarding the use of Website Service in order for us to know the users of Website and improve our services.

(e) To ensure that the Website is operational and secure, including monitoring and investigating suspicious, fraudulent, or illegal activities, as well as identifying violations of our Terms of Use.

(f) To respond to your comments and questions and provide customer services.

3. Our Protection Measures

3.1 To ensure the security of your personal data, we have taken reasonable and appropriate security measures to protect your personal information from loss, theft, and unauthorized access, use and modification. However, because the Internet cannot be guaranteed to be 100% secure, we cannot represent and warrant the absolute security of any information you provide. Unless we deliberately disclose your personal information, we are not liable to you.

3.2 You agree that we may contact you electronically regarding the privacy and security of your personal data and the management of your use of our services. If we find any loophole in the security system, we may notify you by posting a notice on the Website or by sending an email.

4. Cookies and Other Tracking Technologies

4.1 When you visit the Website, we may use Cookies and other tracking technologies, including but not limited to web beacons, to automatically collect information about your activities during the use of our services. We may automatically collect information, including but not limited to the IP address when you visit, the time you spend on the Website, the type of web browser, languages, user preferences or the clicking records etc.

4.2 If you do not want to accept the use of Cookies, you may disable Cookies in your browser security settings, provided that some functions of Website may not function properly.

5. Your Information and Rights

5.1 With respect to your personal data collected by us, you may apply to us for inquiry, review, or duplications of your personal data at any time, provided that we may charge you necessary fees as the case may be.

5.2 If your personal data is changed or found to be incorrect, you may supplement or correct your personal data in your Website Member Account. In the event that the specific purpose no longer exists, or specific period expires, you may apply to us for stopping collecting, processing or using your personal data or deleting your personal data.

5.3 We respect your right to stop collecting, processing, or using your personal data or delete your personal data, provided that in some cases, such as in order to provide you with Website Service, we may not accept your application and have to terminate our services.

5.4 When you submit any of the above applications, please contact us via the email address provided in Section 7 of this Policy. We will handle it as soon as possible upon receiving your application.

6. Disclosure of Information

6.1 Without your prior consent, we will not sell or lease your personal data to any third party.

6.2 Without your prior consent, we will not disclose your personal data to any third party, provided that, in order to provide you with Website Service, we will disclose your personal data to the following third parties within the scope of the purpose of collecting data provided in Section 2 of this Policy:

(a) Our service providers.

(b) Banks offering credit card services we cooperate with.

(c) Our Affiliates. "Affiliate" used hereunder means any person or entity that directly or through one or more intermediaries controls, is controlled by, or is under common control with us; and "control" used hereunder shall include (1) the ownership of, direct or indirect, at least fifty percent (50%) of the outstanding voting shares of an entity, (2) the

possession, direct or indirect, of the power to direct or cause the direction of the board of directors or similar authority of an entity, or (3) the possession or close relationship, whether direct or indirect, in funds, operations or managements, supplies or other interests.

(d) Our professional consultants in finance, accounting, law, and insurance.

6.3 If we need to protect our legal rights or as required by law, we will also disclose your personal data to administrative or judicial authorities or other participants in judicial proceedings.

7. Other Third-Party Websites or Services

The Website may contain links to other third-party websites or services, but this does not mean that we endorse, authorize, or represent such third-party websites or services to be offered by our Affiliates, or that we endorse the privacy protection policy of such third-party websites or services. We do not have control over such third-party websites or services. Such third-party websites or services, including their content or privacy protection policy, are not part of the Website and we do not take any responsibility for such third-party websites or services.

8. Privacy of Children

Children under 18 years old are not the target of Website, and we do not collect personal data of children. In some jurisdictions, the age of legal adulthood is over 18 years old, and if you are in such jurisdiction, you must meet the age of legal adulthood to use Website Service or become a Website Member. Those who under the age of 18 may only use our services with the company, supervision and consent of their parents or legal guardians.

9. International Transfers

By using our services, you will transfer your personal data to Hong Kong. By using our services or providing data to us, you agree that any dispute relating to privacy, or our Privacy Policy shall be governed by the laws of Hong Kong and shall be determined in accordance with the terms of our Privacy Policy. If you are using our services from the European Union or other jurisdictions where data protection laws are applicable, please note that you have agreed that the information is transferred to Hong Kong and that such information can be used worldwide. By providing us with your information, you agree the transfer of your information in accordance with our Privacy Policy.

10. Amendments to this Policy

We will amend this Policy based upon our needs at any time. The amended Privacy Policy will be published on the Website. Please check the latest version of this Policy from time to time.

11. Governing Law

This Policy is governed by the laws of Malaysia. If any controversy or dispute arises, Kota Kinabalu District Court of Sabah shall be the court of first instance.

12. Contact Us

If you have any questions about this Policy, please contact us via our email. Our email is op@travelboxsdnbhd.com.