

MATTAOnline.travel



MATTA[®]
online
travel marketplace

**RULES &
REGULATIONS**

As at 5 April 2022



1 INTRODUCTION TO MATTAOnline.travel

1.1 TRADEMARKS

IMPORTANT: Please note that MATTA® is a registered trademark. Your use of the trademark, except as provided in these rules and regulations, without the written permission of the Malaysian Association of Tour and Travel Agents (MATTA) is strictly prohibited. You are also advised that MATTA® will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

1.2 DEFINITIONS

Please note that the following definitions will apply to this entire document:

- i. MATTA refers to the Malaysian Association of Tour and Travel Agents
- ii. Platform, 'Site', 'Fair' or 'Marketplace' refers to MATTAOnline.travel
- iii. Merchant refers to any participant who has subscribed to Merchant packages and / or who is promoting, selling, displaying, or advertising any products and services on MATTAOnline.travel

2 APPLICATION TO PARTICIPATE

- 2.1 Application to participate as a Merchant must be made online through the official link supplied.
- 2.2 Only valid for travel agencies/ tour operators who are MATTA MEMBERS, as defined in the MATTA Constitution.
- 2.3 All travel agencies / tour operators must submit a valid copy of their company's license issued by the Ministry of Tourism, Arts and Culture, Malaysia. Only companies with the valid relevant Malaysian licenses are allowed to sell tour services and products. Applications without a valid license will not be entertained. Merchants who fail to submit a valid license or whose license has expired will have their accounts suspended or removed.
- 2.4 Submission of the MATTAOnline.travel Registration Form online shall be deemed as the applicant's interest to participate as a Merchant in the Platform and the applicant's acceptance and agreement to be bound by the Platform Rules & Regulations and any other related terms and conditions.
- 2.5 MATTA reserves the right to accept or reject any application without disclosing the reasons thereof.

3 MERCHANT COMMITMENT

<p>Annual Subscription Fee <i>*waived for registration received by 31 May 2022</i></p>	<p>RM500</p>
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4 PASSWORD AND ACCOUNT SECURITY

- i. A Merchant ID and a unique password will be assigned upon successful registration.
- ii. Each Merchant must acknowledge and agree to be responsible for maintaining the confidentiality and security of your Merchant ID and password associated for all activities that occur under your account. Merchant shall notify MATTA immediately if you become aware of any unauthorized use of your password or your account.

5 SALE OF TOUR SERVICES AND PRODUCTS

- i. Only travel agencies with the valid relevant Malaysian licenses are allowed to sell tour services and products.
- ii. MATTA reserves the right to impose conditions, if any, on the minimum selling price of tour packages and restrictions on advertisements and promotions for all Merchants.
- iii. Merchant is required to practice principles of professional conduct in the promotion of their services / products and is not allowed to undertake promotional activities and publicity programmes deemed disruptive to the Platform.
- iv. All special offers for tour packages are only valid for sale on the Platform.
- v. All Merchants must exercise professional and ethical best practices in honouring and delivering on the items in their products and services sold to customers on the Platform. Any complaints received from consumers and found to be substantiated against any Merchant will entitle MATTA to take such action as considered appropriate, including limiting for the Merchant's participation on the Platform.

5.1 Participating Merchants shall package in a minimum of 2 travel components as indicated below in every tour package voucher sold, *i.e Accommodation + Flight ticket or Local Tourism Attraction + Accommodation or Flight ticket + Local Tourism Attraction*

- i. Flight tickets
- ii. Accommodation
- iii. Theme Parks
- iv. Local tourism attractions
- v. Spa services
- vi. Ground arrangements

5.2 Merchant acknowledges that sharing of your account with other persons, or allowing multiple Merchants outside of your business entity to use your account (collectively, "multiple use") may cause irreparable harm to the Platform or other Merchants of the Site. Merchant shall indemnify MATTA, employees and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of your account. Merchant also agrees that in case of the multiple use of your account or Merchant's failure to maintain the security of your account, MATTA shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Merchant's account without liability to MATTA.

5.3 MATTA does not endorse, verify or otherwise certify the contents of any comments or other material or information made by any Merchant. Each Merchant is solely responsible for the contents of their communications and may be held legally liable or accountable for the content of their comments or other material or information.

5.4 MATTA reserves the right in our sole discretion to remove, modify or reject any Merchant Content that you submit to, post or display on the Site.

6 TERMS OF USE FOR MERCHANTS

6.1 As a condition of your access to and use of the Platform, you agree that you will comply with all applicable laws and regulations of Malaysia.

6.2 The Platform may allow Merchants to access content, products or services offered by third party Platforms and such access or use shall be at the Merchants sole risk. You are cautioned to read such Platform terms and conditions and/or privacy policies before using the Site. You acknowledge and agree that MATTA has no control over such third party Platforms, does not monitor such Platforms, and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on such Platforms.

6.3 You agree not to undertake any action to undermine the integrity of the computer systems or networks of the Platform and/or any other Merchant nor to gain unauthorized access to such computer systems or networks.

- 6.4** Through the Platform, MATTA provides electronic web-based Platforms for exchanging information between Customer and Merchant. MATTA does not represent either the Merchant or the Customer in specific transactions. MATTA does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Platform or the ability of the Merchants to complete a sale or the ability of Customers to complete a purchase.
- 6.5** Merchant is solely responsible for all of the terms and conditions of the transactions conducted on, through or as a result of use of the Platform, including, without limitation, terms regarding payment, returns, warranties, insurance, fees, taxes, licenses and fines.
- 6.6** Merchant agrees to provide all information and materials as may be reasonably required by MATTA in connection with your transactions conducted on, through or as a result of use of the Platform. MATTA has the right to suspend or terminate any Merchant’s account if the Merchant fails to provide the required information and materials.
- 6.7** To the maximum extent permitted by law, MATTA makes no representations or warranties about the validity, accuracy, correctness, reliability, quality, stability, completeness or currency of any information provided on or through the Platform; MATTA does not represent or warrant that the offer, display, purchase, sale and/or use of products or services offered or displayed on the Platform does not violate any third party rights; and MATTA makes no representations or warranties of any kind concerning any product or service offered or displayed on the Platform. Merchants shall exercise due diligence and verify such information before relying on the same.
- 6.8** The Platform may make available to Merchants services or products provided by independent third parties. No warranty or representation is made by MATTA with regard to such services or products. In no event shall MATTA be held liable for any such services or products.
- 6.9** Under no circumstances shall MATTA be held liable for any delay or failure or disruption of the content or services delivered through the Platform resulting directly or indirectly from acts of nature, forces or any other cause whatsoever, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.
- 6.10** MATTA and Merchants are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.
- 6.11** Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

7 OTHER IMPORTANT INFORMATION

7.1 RIGHTS TO CANCEL, POSTPONE OR SHORTEN

- i. MATTA reserves the right to suspend or cancel the Platform at any time.
- ii. MATTA also reserves the right to cancel or shorten special online sales, campaigns or events on the Platform in the event of any unforeseen circumstances that are beyond the control of MATTA.

7.2 FINAL DECISION

The decision of MATTA on any matter arising before, during and after any special online sales, campaigns or events shall be final.

7.3 MATTAOnline.travel BRANDING

The use of the official MATTAOnline.travel logo and the phrase MATTAOnline.travel or any derivative thereof can be used in **all media** by confirmed and registered Platform Merchants only. MATTA is entitled to revoke this permission at any time.

8 RESPONSIBILITIES OF MERCHANTS

While participating in MATTAOnline.travel as merchants, MATTA shall be absolutely entitled to take such steps necessary to ensure that the name of MATTA is not compromised by shoddy products, non-delivery of services and unethical practices by the Merchants.

The following rules and regulations are highlighted based on feedback by the Ministry of Tourism, Arts and Culture (MOTAC) in relation to the obligations of licensed travel agencies tour operators to their customers:

- i. Merchants are reminded to ensure that the Terms and Conditions of their tour packages are in accordance with the Tourism Industry Act 1992.
- ii. Merchants are governed by the 'Code of Ethics' under the MATTA Constitution which encourages best practices and fair play.
- iii. All Merchants are to ensure that their staff and freelance staff are properly briefed on their products and not to give promises / services that cannot be kept or delivered.
- iv. An official receipt must be issued and emailed to the customer.
- v. A tour package may be cancelled due to unavoidable circumstances that are beyond the control of the Travel Agent such as force majeure, strikes, safety hazards, political unrest and government control. In such cases, an administrative charge may be imposed.
- vi. All Merchants must be professional in their dealings with the consumer.
- vii. It is advised that all Merchants (Travel Agents and Tour Operators) offer a Basic Tour Insurance Protection Plan to their customers. In the event that the consumer does not require the basic Insurance coverage, Merchants / members must obtain a signed waiver from the consumer and refund the Insurance premium to the consumer.
- viii. All Merchants are responsible to advise consumers about their Travel Documents (e.g. passports) and Visa requirements and health regulations at the time of booking.
- ix. Should there be any cases / issues of complaints from consumers towards Merchants on the Platform with regards to sales / service arrangements, Merchant will settle the issue with the consumer directly.

9 DISCIPLINARY ACTIONS

- i. MATTA will contact the Merchant for clarification and for the Merchant to explain his side of the story in response to any complaints made against the Merchant.
- ii. All Merchants are encouraged to reach an amicable and satisfactory solution with consumers on complaints received.
- iii. All Merchants are encouraged to avoid any legal actions by consumers.
- iv. MATTA, after due process and, at its discretion, can and will impose Disciplinary Actions against any Merchants for non-compliance and / or for going against the Rules and Regulations and any related terms and conditions. Disciplinary actions can include but is not limited to the following:
 - a. A warning
 - b. Bar from future participation in MATTA Fair, MATTAOnline.travel and related activities
 - c. Suspension of membership
 - d. De-listing of membership

10 TERMINATION

In the event of any breach of the Rules and Regulations and any related terms and conditions, MATTA reserves the right to suspend or terminate the account of the Merchant who has committed the breach on the Platform.