Terms of Use

This website, including all its features and content (this "Site") is a service made available by Malaysia Tourism Agency Association (MATA) and all content, information, products, services, and software ordered or provided on or through this site and related sites ("Services") may be used solely under the following terms and conditions of use ("Terms & Conditions"). By accessing or using any of the Services, you agree to be bound by these Terms and Conditions.

These Terms and Conditions expressly incorporate by reference and include the Service's Privacy Policy and any guidelines, policies or additional terms or disclaimers that may be posted and/or updated on the Service or on notices that are sent to you. If you do not agree with these Terms and Conditions, please do not use the Services.

All rights, including, but not limited to, copyright and database rights, in and to the Services are owned by, licensed to, or otherwise used by MATA as permitted by applicable law. In accessing MATA's Services, you agree that such access is solely for your own private use and not for any commercial or public use. You may print out a single hard copy of any part of the content on the Services for your personal non-commercial use. Except as permitted above, you may not copy, store in any medium (including in any other site), distribute, transmit, re-transmit, broadcast, modify, or show in public any part of the Services without the prior written permission of MATA or in accordance with applicable law.

Access to, and use of, the Services is provided to you by MATA, subject to the following Terms and Conditions:

- 1. Use or access of the Services constitutes your acceptance of these Terms and Conditions, which take effect immediately on your first use or access of the Services. MATA reserves the right to change these terms and conditions at any time by posting such changes online.
- You are responsible for regularly reviewing information posted online to obtain timely notice
 of such changes. Your continued use of this Site and/or access to the Services after changes
 are posted constitutes your acceptance of these Terms and Conditions as modified by the
 posted changes.
- 3. Unless otherwise set out herein, content comprised within the Services, including text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, videos, audio, images, applications, programs, computer code and other information (collectively, the "Content"), including but not limited to the design, layout, "look and feel" and arrangement of such Content, is owned by MATA, its licensors or its content providers and is protected by copyright, trade mark and/or other intellectual property and/or unfair competition laws.
- 4. Except as otherwise provided in any additional terms for a Service, if applicable, you may print or download Content from the Services for your own personal, non-commercial, informational or scholarly use, provided that you keep intact all copyright and other proprietary notices.
- 5. You may not copy, display, distribute, modify, publish, reproduce, store, transmit, post, translate or create other adaptations or derivative works from, or sell, rent or license all or any part of the Content, or products or services obtained from the Services, in any medium to anyone, except as otherwise expressly permitted under these Terms and Conditions, or any relevant licence or subscription agreement or authorisation by us.
- 6. You may not reverse engineer, disassemble, decompile, or translate any software in the Content, or otherwise attempt to derive the source code of such software, except to the extent expressly permitted under applicable law, without our prior written permission. You may not engage in the systematic retrieval of Content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without our prior written permission.
- 7. You may not use any robots, spiders, crawlers or other automated downloading programs, algorithms, or devices, or any similar or equivalent manual process, to:

- (i) continuously and automatically search, scrape, extract, deep link or index any Content;
- (ii) harvest personal information from the Services for purposes of sending unsolicited or unauthorised material; or
- (iii) cause disruption to the working of the Services, or any other person's use of the Services. If the Services contain robot exclusion files or robot exclusion headers, you agree to honour them and not use any device, software, or routine to bypass them. You may not attempt to gain unauthorised access to any portion or feature of the Services, any other systems or networks connected to the Services or to any MATA's server, or any of the products or services provided on, accessed from, or distributed through the Services. You may not probe, scan, or test the vulnerability of the Services or any network connected to the Services or breach or attempt to breach the security or authentication measures on the Services or any network connected to the Services.
- 8. You may not, use the Services to solicit the performance of any activity that is prohibited by law. Similarly, you may not use the Services to download and redistribute public information or shareware for personal gain or distribute multiple copies of public domain information or shareware
- 9. You agree to use the Services only for lawful purposes, and in a manner that does not infringe the rights of, or restrict or inhibit the use and enjoyment of, the Services by any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful, defamatory or which may harass or cause distress or inconvenience to any person and the transmission of obscene or offensive content or disruption of normal flow of dialogue within the Services.
- 10. Where you are invited to submit any contribution to the Services (including without limitation any text, graphics, video or audio) (a "Submission") you are required by such submission to grant MATA a perpetual, royalty-free, non-exclusive, sublicensable right and licence to use, reproduce, modify, adapt, publish, translate, create adaptations or derivative works from, distribute, perform, play, and exercise all copyright and publicity rights with respect to any such Submission worldwide and/or to incorporate it in other works in any media now known or later developed for the full term of any rights that may exist in such Submission, consistent with privacy restrictions set forth in MATA's Privacy Policy. If you do not wish to grant such rights to MATA, it is suggested that you do not submit your contribution to the Service(s).

With the Submission, you also:

- a. Warrant that the Submission is your own original work and that you have the right to make it available to MATA for all the purposes specified above;
- b. Indemnify MATA against all legal fees, damages and other expenses that may be incurred by a result of your breach of the above warranty; and
- c. Agree to waive any moral rights in your Submission for the purposes of its provision to and publication on the Site and the other purposes specified above.
- 11. if there is a good-faith belief that a notice of copyright infringement has been wrongly filed, the permits the target to send MATA a counter-notice.
- 12. We provide the Services using a commercially reasonable level of skill and care, but neither MATA nor its suppliers or licensors make any specific promises about the Services, including the Content or any Submission therein. The Services and the Content, including, but not limited to, the information, names, images, pictures, logos and icons regarding or relating to MATA, its products and services, or regarding or relating to any third parties, their products or services, are provided "AS IS" without any representation or endorsement made and without warranty of any kind whether express or implied, including, but not limited to, the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. To the extent permitted under applicable law, neither MATA nor its suppliers and licensors assume responsibility for any injury and/or damage to

persons, animals, or property as a matter of products liability, malpractice, failure to warn, negligence or otherwise, or from any use or operation of any ideas, instructions, methods, tests, products, or procedures displayed on the Services or incorporated in the Content or any Submission included in or accessible from the Services.

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL MATA OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES, PERSONAL INJURY (INCLUDING DEATH), LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES) ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SERVICES OR THE CONTENT OR SUBMISSIONS, OR SHALL THE LIABILITY OF MATA OR ITS SUPPLIERS AND LICENSORS EXCEED A SUM EQUAL TO THE FEES PAID BY YOU HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 13. MATA does not warrant that the functions contained in the material contained in Services will be uninterrupted or error free, that defects will be corrected, or that the Services or a related server are free of viruses or bugs or represents the full functionality, accuracy, and reliability of the materials. The names, images and logos identifying MATA, its affiliates or third parties and their products and services are the respective proprietary marks of MATA, its affiliates or third parties. Nothing contained within these Terms and Conditions shall be construed as granting or conferring any intellectual property rights or other rights to any content of MATA, its affiliates or of any other third party, whether by implication, estoppel or otherwise. MATA does not claim ownership, endorse, or take responsibility for any third-party products, information, guidelines, materials, or services that may be offered, advertised, provided, or displayed on the Service or incorporated in the Content or any Submission contained on, accessible from or distributed through the Services.
- 14. You hereby agree to indemnify and hold MATA, its directors, officers, shareholders, predecessors, successors in interest, employees, agents, suppliers, and licensors harmless from and against any and all third-party claims of liability, losses, damages and costs, including, without limitation, reasonable attorneys' or legal fees, arising out of or in connection with your violation of these Terms and Conditions, and your use of or inability to use any of the Services or the Content or Submissions.
- 15. The Services may contain links to third-party sites or resources. We do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from external sites or resources linked to the Services. Transactions that occur between you and any third party are strictly between you and the third party and are not the responsibility of MATA.
- 16. Some Services may require you to register. If registration is required, you agree to provide accurate and complete registration information. It is your responsibility to inform MATA of any changes to that information. Each registration is for a single individual only, unless specifically designated otherwise on the registration page. MATA does not permit
 - a) anyone other than you to use the sections requiring registration by using your name or password; or
 - b) access through a single name being made available to multiple users on a network or otherwise. As a registered user of a Service, MATA grants to you a non-transferable, non-exclusive, and revocable licence to use the Service according to these Terms and Conditions. Except as expressly granted herein or in any other agreement you have with MATA, you acquire no right, title or licence in the Service or any Content or Submission accessed from or incorporated in the Service.
 - c) If you use a password to access a Service, you must not reveal your password and must take reasonable steps to keep your password confidential and secure. You agree to immediately notify MATA if you become aware of or have reason to believe that there is any unauthorised use of your password or account or any other breach of security. MATA is in no way liable for

- any claims or losses related to the use or misuse of your password or account due to the activities of any third party outside of our control or due to your failure to maintain their confidentiality and security.
- 17. MATA aims to keep the Site available twenty-four (24) hours a day, seven (7) days a week and to maintain saved information. However, due to technical failures, acts of God or routine maintenance, availability may be limited and/or information may be lost. MATA shall not be liable for lost information or non-availability of the Services.
- 18. Term and Termination: Any licence granted to you to use any Service is effective until it expires, until MATA terminates it, or until you provide notice to MATA of your decision to terminate it. Your rights under the licence will terminate automatically without notice to you if you fail to comply with any of the provisions of these Terms and Conditions. MATA reserves the right to suspend, discontinue or change a Service, or its availability to you, at any time without notice. Upon termination of the licence to a Service, you shall cease all use of the Service.
- 19. **No Assignment:** You may not assign your rights or obligations under these Terms and Conditions to anyone.
- 20. No Waiver: Neither failure nor delay on the part of MATA to exercise or enforce any right, remedy, power, or privilege hereunder nor course of dealing between the parties shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege. No part of these Terms and Conditions shall be deemed waived, and no breach consented to, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No waiver of any rights or consent to any breaches shall constitute a waiver of any other rights or consent to any other breach.
- 21. Additional Terms: Additional or superseding terms and conditions may apply to purchases or supply of goods or services including intellectual property, to specific portions or features of a Service, and to subscriptions or licenses with entities with which you may be employed or affiliated. If there is a conflict between these Terms and Conditions and the terms that are posted for or applicable to a specific portion of the Service, for any service offered on or through the Service, or set forth in a subscription or license agreement, the latter terms shall control.
- 22. Compliance with Laws: You agree to comply with relevant laws and regulations that apply to your use of the Services, Content or any Submission.
- 23. Severability: If any provision in these Terms and Conditions is held invalid or unenforceable under applicable law, the remaining provisions shall continue in full force and effect.
- 24. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia, without regard to its conflicts of law principles. You hereby submit to and agree that the sole jurisdiction and venue for any actions that may arise under or in relation to the subject matter hereof shall be the courts located in Malaysia.
- 25. If these Terms and Conditions are not accepted in full, you do not have permission to access the Site or the Services and therefore should cease using the Site and Services immediately.

Malaysia Tourism Agency Association.

Last Updated: March 2023

Cookie Policy

This cookie notice provides you with information about how Malaysia Tourism Agency Association (MATA) uses "cookies", or, similar technologies, on our websites and applications and other services (each, a "Service") to enable us to understand how you interact with our products, to show personalised advertisements on our website and other websites, to improve your experience, and to allow you to use certain features, such as sharing content via social networks or other communications channels.

This notice also provides information about how third parties may use such technologies in association with the operation of our Services.

1. About this Cookie Notice

This cookie notice applies when you use any of our Services that refer or link to this notice. This notice may be supplemented by additional cookie notices, or terms, provided on certain areas of the Service or during our interactions with you.

2. Use of Cookies By MATA

Cookies are small pieces of data (text files) that are placed on your computer or device by websites that you visit or applications you use. Cookies are widely used in order to make websites and applications work, or work more efficiently, and help them remember certain information about you, either for the duration of your visit (using a "session" cookie) or for repeat visits (using a "persistent" cookie).

Below provides an overview of the first- and third-party cookies we use within our Services. Our Services are scanned with our cookie scanning tool regularly to maintain a list as accurate as possible. We classify cookies in the following categories:

- Strictly Necessary Cookies
- Functional Cookies
- Performance Cookies
- Targeting Cookies

3. The categories of cookies used on this website are as follows:

- Strictly necessary cookies: These cookies do not store any directly identifiable information.
 However, they are necessary for the Service to function. They are usually only set in response
 to actions made by you which amount to a request for services, such as setting your privacy
 preferences, logging in or filling in forms. You can set your browser to block or alert you about
 these cookies, but without these cookies, some or all of the services you have asked for may
 not function properly.
- Performance cookies: These are analytics and research cookies that allow us to count visits and measure traffic, so we can measure and improve the performance of our Services. They also help us to know which pages are the most and least popular, and see how visitors move around the site or application. This helps us to improve the way our Services work and improve user experience. All information collected through these cookies will be processed in an aggregated and anonymous form. You can set your browser to block or alert you about these cookies. Blocking these cookies will not affect the service provided you.
- Functionality cookies: These cookies allow our Services to provide enhanced functionality and
 personalisation such as remembering the choices you make and your account preferences and
 to provide enhanced, more personal features. These cookies may be set by us or by thirdparty providers whose services we have added to our pages. You can set your browser to block
 or alert you about these cookies, but without these cookies, some, or all of the services you
 have asked for may not function properly.

Targeting Cookies: These files, or, code may be included, either directly or from our advertising partners, on our website, in our emails, or, mobile applications to record how you interact with us, to help us better analyse and improve our services to you, and will use this information to make the website, and, any advertising displayed to you more relevant to your interests. You can set your browser to block or alert you about these cookies. Blocking these cookies will not affect the service provided you, but will limit the targeted advertising that you will see, or limit our ability to tailor the website experience to your needs.

4. How to refuse the use of cookies

You can opt-out of each cookie category (except strictly necessary cookies) by amending your choices via the "cookie preference centre" which is located on the footer of the corresponding website.

You can also prevent your browser from accepting certain cookies, have the browser require your consent before a new cookie is placed in your browser, or block cookies altogether by selecting the appropriate settings on your browser privacy preferences menu.

5. Third Party Advertising and Content Services

Our Services may use third party advertising and content services, particularly within our marketing or free content sites, for the purposes of analysing visitor / customer site interactions including interactions with our online marketing campaigns, attribution purposes to link ecommerce purchases to our brand, and advertising. For more information including how to opt-out, please see below:

Third Party Provider	
Google Ads Google Ad-Tech Vendors Opt-out	Google Ads is an online advertising platform that we use to promote our events, online content and services on Google Search, YouTube, and other sites across the web. Google Ads is also used by some advertisers to buy adverts that appear on our Sites.
Google Analytics Opt-out	We use Google Analytics to provide site visitor measurements and statistics as well as personalised advertising.
YouTube API Opt-out	YouTube's API services are used to help us deliver content, visitor measurements, statistics, and advertising revenues.

Changes

We will update this cookie notice from time to time. Any changes will be posted on this page with an updated revision date. If we make any material changes, we will provide notice through the Service or by other means.

Contact

For more information on our collection and use of the personal information, including details regarding your rights, please refer to our Privacy Policy.

If you have any questions, comments, complaints, or requests concerning this cookie notice or our processing of your information, please contact: Malaysia Tourism Agency Association by email at info@mata.travel

Where it applies, you may also lodge a complaint with the data protection authority in the applicable jurisdiction.

Last updated: 01 March 2023