



Updated: 22-Nov-23

# **TERMS & CONDITIONS OF USE**

This Site is owned by JTB Pte Ltd., operated by Tour East Group. The following terms and conditions govern your use and/or access of the Site. By using or accessing the Site, you are deemed to have accepted and agreed to be bound by these terms and conditions. It is your responsibility to ensure that you have read and understood these terms and conditions and any accompanying risks, obligations, and responsibilities.

This terms and conditions apply to the mentioned sites, platforms, and online booking system that Tour East maintains.

Please read these terms of use carefully before you start to use and/or access the Site. If you do not agree to any part of these terms and conditions, please do not use and/or access the Site.

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# WEBSITE, AGENT PORTAL, WEBCONNECT

# 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

- "Affiliates" Refers to JTB or Tour East's group companies, subsidiary of JTB Corp.
- "Agent" Such persons who act on behalf of others with such authority are regarded as agents and the legal effect of such acts by agents is that the person for whom they are acting the principal may be bound by such acts and incur legal obligations to the third party who has dealt with the agents.
- "Agent Portal" Site for registered agents who received a log-in ID and password issued from Tour East.
- "B2B" Business 2 Business
- "Conditions" The terms and conditions contained herein and any amendments from time to time, as published on the Site.
- <u>"FIT"</u> Foreign Independent Tour, usually refers to travelers travelling with less than 10 persons for leisure purpose.
- <u>"GIT"</u> Group Inclusive Tour, usually refers to travelers travelling with more than 10 persons for leisure purpose.
- <u>"Group Companies"</u> JTB's Group companies operated worldwide as 'Global DMC Network by JTB Group' in different branding and/or organization.
- "JTB Pte Ltd" The owner of the Site, parent company of Tour East Group.
- <u>"MICE"</u> Referring to special arrangements such as Meetings, Incentives, Conference, Events or Exhibitions.
- "No Show" Refers to the condition when the guest did not physically attend the confirmed booking without prior notice.
- "Partners" Agents who signed a service agreement with Tour East office(s).
- <u>"Personal Data"</u> Data, whether true or not, that can be used to identify, contact, or locate you. We may request further details, not only information submitted through the inquiry form and/or registration form, but also from email correspondence depending on the type of journey. Personal data can include;
  - Full name
  - Email address
  - Age / Age range





- Gender
- Phone number
- Address
- Nationality
- Employer details
- Passport numbers, copy of passport
- Date of birth
- Country of origin
- Country of residence
- Period of travel
- Payment details including business or personal banking, and/or credit card information
- Travel preferences and interests
- Dietary restrictions or allergies
- Details of family, friends, colleagues, if they are accompanying the main travelling including names, ages, passport numbers, scanned images of passports and various preferences such as their dietary restrictions or allergies.
- Log-in ID and password issued by Tour East for Agent Portal and WebConnect
- Vaccination reports
- IP Addresses
- Other information such as cookies, voice, video, and picture deemed personal data under the Personal Data Protection Laws.

# "Policy" – Privacy policy

<u>"Service Agreement"</u> – Issued by TEG office(s) for using WebConnect to respective destination(s) and make a booking through

"Site" – Both the mobile and web versions of the website located at;

Website: https://toureast.net/

Agent Portal: https://toureast.net/agent/

WebConnect: https://www.teholidays.com/webConnectCentralDatabase/

<u>"Travel Services"</u> – Land arrangements which include accommodation, transfers, guides with desired language to be spoken, and tours. Insurance, and food and/or beverages are not included in the service to be provided for WebConnect booking unless otherwise stated.

<u>"TEG", "we", "our", and "us"</u> – A group of JTB Global DMC Network, representing Tour East brand which contains 11 countries namely; Cambodia, Indonesia, Korea, Laos, Malaysia, Myanmar, Philippines, Singapore, Thailand, Taiwan, Vietnam.

- 1. Tour East Singapore (1996) Pte Ltd / Singapore
- 2. JTB Travel Bureau (Malaysia) Sdn.Bhd. / Malaysia
- 3. JTB (Thailand) Ltd. / Thailand, Cambodia, Myanmar, Laos
- 4. JTB Asia Pacific Phil. Corp. / Philippines
- 5. JTB Taiwan Ltd. / Taiwan
- 6. JTB-TNT Co., Ltd. / Vietnam (Joint with TNT)
- 7. PT. JTB Indonesia / Indonesia
- 8. LOTTE JTB / South Korea (Joint with LOTTE group)

"WebConnect" - Tour East's online booking platform for registered B2B agents.





<u>"Website"</u> – Tour East's B2B website which introduces the company and its services. Website works as the entrance to Agent Portal and WebConnect.

<u>"You" or "your"</u> – B2B Travel Agents who visit the site, and/or who had signed the service agreement issued by Tour East Group offices and has the access to Agent Portal and WebConnect.

# 1.2 Interpretation

- (a) The headings in this Conditions are inserted for convenience only and shall not affect the interpretation of this Conditions.
- (b) Unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing a specific gender shall include the other genders (male, female, or neuter).
- (c) Any reference to conduct includes without limitation, an omission, statement, or undertaking, whether in writing or not.

# 2. ACCESS AND USE OF THE SITE

#### 2.1 Terms of Use

By using and/or accessing the Site, you hereby agree that:

- (a) you will not use the Site for any purpose that is unlawful or prohibited by these Conditions, or to solicit the performance of any illegal activity or other activity which infringes our rights or the rights of others. Notwithstanding any other rights or restrictions in these Conditions, you may not use the Site to: (i) transmit via or through the Site any information, data, text, images, files, links, or software except in connection with your authorized use of this Site or any other computer or website viruses, worms, Trojan horses and/or harmful code, (iii) obtain unauthorized access to any computer system; (iv) impersonate any other person or falsely state or otherwise misrepresent your affiliation with any person or entity; (v) invade the privacy or violate any personal or proprietary right (including intellectual property rights) of any person or entity; (vi) misrepresent the identity of a user or use a false email address; (vii) tamper with or obtain access to the Site or any component of the Site; (viii) conduct fraudulent activities; or (ix) collect or harvest information regarding other users of the Site for any reason whatsoever, including, without limitation, for sending such users unsolicited commercial email; and
- (b) you will not copy or distribute any part of the Site in any medium without our prior written authorization.

# 2.2 Purpose

All sites are for B2B partners and clients, who wish to have business with TEG.





#### 2.3 Overall

# 2.3.1 Intellectual Property Rights

# 2.3.1.1 Ownership

The intellectual property rights in and to the content on the site, and in the material published on it are owned, licensed to or controlled by us, our licensors or our service providers. We reserve the right to fully enforce these intellectual property rights of the law.

#### 2.3.1.2 Restricted Use

You may not copy, reproduce, modify, republish, upload, post, transmit, adapt, download, distribute or howsoever deal with any content or material from the Site in any form or by any means without our prior written permission, and you are solely responsible for obtaining such permission before dealing with any content or material that is available on the Site.

# 2.3.2 Amendments, Changes to the Site

We may alter, suspend, or discontinue this Site in whole or in part, at any time and for any reason, without notice or cost. We may, in our sole discretion, terminate or suspend your use of or access to all or part of the Site for any reason, including without limitation, breach of these Conditions. Any of the material on the Sit may be out of date at any given time, and we are under no obligation to update such material.

We may at any time in our sole discretion amend or vary any provision of these Conditions by publication on the Site. If you do not consent to such variation or amendment, you should not use or access the Site. If, following such amendment or variation, you continue to use or access the site, you shall be deemed to have irrevocably consented to such amendment or variation and to have agreed to be bound thereby.

# 2.3.3 Corrections of errors

There may be information on the Site that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information if any information on the Site is inaccurate at any time without prior notice.

### 2.3.4 Transactions concluded through the Site

Contracts for the supply of goods, services, or products (including any ticket(s), pass, credential, or other document or general or specific authorization granted by us) formed through the Site or as a result of visits made by you to the Site are governed by the specific terms and conditions of supply for that good, service, or product as highlighted to you prior to any contract being formed.

# 2.3.5 Illegality and Severability

Each of the provisions of these Conditions is severable from the other(s). If any such provision or part thereof is or becomes invalid, unenforceable, or illegal in any respect, such provision or part thereof shall, to the extent that such term is invalid, be deemed not to form part of these Conditions but the





validity, enforceability, or legality of the remaining provisions hereunder shall not in any way be affected or impaired thereby.

#### 2.3.6 Links to Third Party Sites

The Site may contain links to third party websites that are not affiliated with or owned, operated, or controlled by us, including third party payment system providers. You acknowledge and agree that we are not responsible for the content, privacy policies, or practices of such third party websites or the companies that own them. By using the Site, you expressly relieve us from any and all liability arising from your access and use of any third party website.

# 2.3.7 Limitation of Liability

### 2.3.7.1 No Representations or Warranties

This Site, its content, services, and all text, images, merchandise, and other information provided herein are provided on an "as is" basis and "as available" basis without representations or warranties of any kind, whether express, implied, or statutory, including but not limited to warranties of title or implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, or non-infringement.

Without limitation to the generality of the foregoing, we expressly disclaim any warranty, condition, guarantee, term, or representation (a) as to the reliability, accuracy, completeness, and validity of any content or material on the Site, (b) that the functions contained on the Site will be secure, uninterrupted or free of errors, (c) any defects will be corrected, or (d) that the Site or the server(s) that makes it available are free of viruses or other harmful components. Any and all such warranties, conditions, terms and representations are specifically excluded. We assume no responsibility for errors or omissions in the materials on the Site, including factual or other inaccuracies or typographical errors. You expressly agree that your use and/or access of the Site is at your sole risk.

# 2.3.7.2 No Liability for Indirect or Consequential Losses

To the maximum extent permitted under applicable law, we shall not be liable to any user of the Site or any other person for any direct, indirect, special, or consequential loss or damage (including, but not limited to, damages for loss of profits, loss of data, or loss of use) arising out of or related to the use, inability to use, performance or failure of this Site or any materials posted therein, or any information contained therein or stored or maintained by us, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

### 2.3.7.3 Third Party Service Providers

You acknowledge and agree that your access and use of the Site is dependent on third party service providers such as internet, network, connectivity, or other link providers. Your payment for any transactions or contracts concluded by you for the supply of goods or services formed through the Site is processed by third party payment system providers and we do not retain or process any such payment information. We cannot guarantee the security of such third party payment system(s) or any payment data on the Site. We are not responsible for any acts or omissions of any third parties and disclaim any and all liability in connection with the acts, omissions, or defaults of such third parties. Without prejudice to the generality of the foregoing, we are not responsible for the results of any credit inquiry, the availability or performance of the Internet, your connection to the Internet, or the actions or inaction of any other person or entity, including any internet service provider. By





using and/or accessing the Site, you expressly relieve us from any and all liability in connection with the acts, omissions, or defaults of such third parties.

# 2.3.7.4 Liability Implied by Law

For the avoidance of doubt, nothing in Clause 5 excludes, restricts, or modifies any condition, warranty, right or liability implied into these Conditions where to do so is illegal, or would render any provision hereof void.

# 2.3.8 Indemnity

By using and/or accessing the Site, you agree to indemnify, hold harmless and defend us and our partners, affiliates, subsidiaries, advertising agencies, agents, and their employees, officers, directors, and representatives from any claims, losses, damages, liabilities, costs and/or expenses, including but not limited to legal fees, arising directly or indirectly from your access of and/or use of this Site, including without limitation, any claims of infringement of a third party's rights, any assertion and enforcement of our rights under these Conditions and any breaches of your obligations under these Conditions.

# 2.3.9 Governing Law

Depending on the country in which the website is being accessed from, that particular law will then apply, alongside with being subject to our Group PDPA policy.

#### 2.3.10 Personal Data

# 2.3.10.1 Privacy Policy and GDPR

By using and/or accessing the Site, you acknowledge that you have read and agree to our Privacy Policy, which forms a part of these Conditions, and you consent to our collection, use and/or disclosure or handling of your Personal Data for the purposes set out in the Privacy Policy.

TEG recognizes that each country has different laws and regulations regarding Personal Data and that its definition also varies; there is no uniform and worldwide applicable definition. This Policy cannot address very possible detail regarding the handling and use of Personal Data, but sets forth general rules on appropriate use thereof. This Policy sets forth the minimum guideline only, and if TEG and its business are subject to laws and regulations imposing more stringent obligations relating to Personal Data, TEG and its business shall comply with these obligations.

TEG is committed to ensure the privacy of Personal Data throughout its global business, and make sure its employees and business partners also take the necessary measures to protect Personal Data. We encourage you to read this Privacy Policy carefully. If you do not wish your Personal Data to be used by us as set out in this Privacy Policy, please do not provide us with your Personal Data. Please note that in such a case, we may not be able to provide you with our service, and your customer experience may be impacted.

This Privacy Policy summarizes both bookings occurring in European Economic Area (EEA) and outside of EEA.

#### **GDPR** Member Countries

GDPR is specifically applied in EEA; Austria, Belgium, Bulgaria, Croatia, Cyprus, Czechia, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy,





Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey

Countries not listed above are not applicable for GDPR.

#### Collection of Personal Data

TEG will collect your Personal Data upon;

- Registration for Agent Portal and WebConnect
- Registration for Tour East Newsletter
- Inquiry form on Site where you can make an inquiry

Your Personal Data is also collected when you use our Sites, connect with us via social media and any other engagement we or business partner have with you.

# Processing of Your Personal Data

#### **Data Process**

TEG may collect and process your Personal Data for the purposes set out below and disclose your Personal Data to the Group Companies for business purposes and to our services providers who act as 'controller' or 'processor' on our behalf. These purposes include:

- a) Fulfilling the contract with you and legal obligations: For you to travel abroad, it may be mandatory as required by government authorities at the point of departure and/or destination to disclose and process your personal data for immigration, border control and/or any other purposes. Also, we need to provide airlines/accommodation providers with your name, passport number, contact details, and other related information in accordance with their terms and conditions. If you do not provide us with this Personal Data, we will not be able to offer our services to you.
- b) Fulfilling your and our legitimate interests: Where it is both your and our benefit that we further process your Personal Data as part of our business administration, maintaining service quality, customer care, business management, risk assessment/management, security, and operation purposes.
- c) Consent: For marketing purposes and other similar data processes that may require your authorization for their processing. We will usually inform you before collecting your data if we intend to use your data for such purposes or if we intend to disclose your right to prevent such processing by checking certain boxes on the forms we used to collect your data.
- d) Explicit consent: Information such as health or religion may be considered 'sensitive personal data' under the GDPR. This Personal Data includes necessary information to arrange bookings and travel plans, including your allergies, disabilities, and other relevant health information. We collect it to provide you with our services, cater to your needs or act in your interest, and we are only prepared to accept sensitive personal data on the condition that we have your positive consent.





We will process your data for as long as possible to fulfil our service to you and comply with the applicable fiscal, tax, securities, and commercial law regulations on retention of business and financial documentation.

# Children

Our products and services are intended for adult customers, specifically to B2B customers. However, we sometimes require to knowingly collect and process Personal Data on children under sixteen (16). On these occasions, we will take account of this event when processing the Personal Data of children and implementing the legal basis for such processing. For example, where the processing of Personal Data of children is based on their consent such as the processing of his/her sensitive personal data, we will seek the consent of parents, tutors, or other adults holding parental responsibility over children, if required under the GDPR.

# Links to Other Sites

We have hypertext links from our Sites to third-party websites or other internet sources. We do not control and cannot be held liable for third parties' privacy practices and content. Please read carefully their privacy policies to find out how they collect and process your Personal Data.

#### **Data Transfers**

# Group Companies, Partners

When we process your Personal Data, we will store it on our systems located within the European Economic Area (EEA), which comprises the Member States of the EU, Norway, Iceland, and Lichtenstein, as well as outside the EEA. In the event of merger, reorganization, acquisition, joint venture, assignment, spin-off, transfer, or sale or disposition of all or any portion of our business, including in connection with any bankruptcy or similar proceedings, we may transfer any and all Personal Data to the relevant third party.

Your data may also be processed by staff operating outside the EEA who work for us or for one of our suppliers (e.g., travel guides, transportation services). Such staff may be engaged in, among other things, the provision of support services.

## Service Providers

For the purpose of providing with our services, including a booking of flight, hotel, security, incident/accident management etc., we may disclose and process your Personal Data outside of EEA countries. In order for you to travel abroad, it may be mandatory as required by the government authorities at the point of departure and/or destination to disclose and process your data for immigration, border control and/or any other purposes. Also, we need to provide airlines/accommodation providers with your name, passport number, contact detail, etc. in accordance with their terms and conditions.

# Legal Compliance and Security

It may be necessary – by law, legal process, litigation, and/or requests from public and governmental authorities within or outside the country of residence – to disclose your Personal Data. We may also disclose your Personal Data if we determine that, due to purposes of national security, law enforcement, or other issues of public importance, the disclosure is necessary or appropriate. We may also disclose your Personal Data if we





determine in good faith that disclosure is reasonably necessary to protect our rights and pursue available remedies, enforce our terms and conditions, investigate fraud, or protect our operations or users.

# Safeguards to Protect Personal Data

Where we share your data with data processor, we will put the appropriate legal framework in place in order to cover such transfer and processing. Furthermore, where we transfer your data from EEA, we will put appropriate legal frameworks in place, notably Binding Corporate Rules, controller-to-controller and controller-to-processor Standard Contract Clauses approved by the European Commission, in order to cover such transfers, or we will share your data based on rules of the GDPR.

By submitting your Personal Data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy by adopting Binding Corporate Rules (for transfers among certain Group Companies) and Standard Contract Clauses (for transfers among Group Companies and with third-parties) where possible.

#### Our Records of Data Processes

We handle records of all processing of Personal Data in accordance with the obligations established by the GDPR, both where we might act as a controller or as a processor. In these records, we reflect all the information necessary in order to comply with the GDPR and cooperate with the supervisory authorities as required.

#### Security Measures

We process your Personal Data in a manner that ensures appropriate security, including protection against unauthorized or unlawful processing, accidental loss, destruction, or damage. We use appropriate technical or organizational measures to achieve this level of protection. TEG understands the responsibility of safely storing Personal Data, both electronically and/or in hard copy. We will retain your Personal Data for as long as it is necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law.

#### Notification of Data Breaches to the Competent Supervisory Authorities

In case of breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored, or otherwise processed, we have the mechanisms and policies in place in order to identify it and assess it promptly. Depending on the outcome of our assessment, we will make the requisite notifications to the supervisory authorities and communications to the affected data subjects, which might include you.

#### Processing Likely to Result in High Risk to your Rights and Freedoms

We have mechanisms and policies in place in order to identify data processing activities that may result in high risk to your rights and freedoms. If any such data processing activity is identified, we will assess it internally and either stop it or ensure that the processing is complaint with the GDPR or that appropriate technical and organizational safeguards are in place to proceed with it.





In case of doubt, we will contact the competent Data Protection Supervisory Authority in order to obtain their advice and recommendations.

# Your Rights

You have the following rights:

- Access to Personal Data: You have the right to be provided full information about your Personal Data that we hold.
- Data correction: You have the right to request correction of any incorrect information we hold about you.
- Data deletion: You have the right to request for deletion of your Personal Data. Please note that certain conditions may apply to the exercise of this right.
- Restriction on processing of Personal Data: You have the right to ask for restriction of your Personal Data to be used for certain occasion only. Please note that certain conditions may apply to the exercise of this right.
- Object to processing of Personal Data: You have the right to object to the use of your Personal Data by us. Please note that certain conditions may apply to the exercise of this right.
- Portability of Personal Data: You have the right to receive your Personal Data in a structured and commonly used format. Please note that certain conditions may apply to the exercise of this right.
- You have the right to obtain a copy of the Biding Corporate Rules or of any Standard Contract Clauses that we use if we transfer your Personal Data outside of EEA and take such arrangement.

To exercise your rights, or if you require further information about how your Personal Data is used by us, you can contact the staff member in charge of your travel or write to;

#### Asia Pacific Headquarters

JTB Pte Ltd.

Asia Pacific branch based destinations except Thailand – aphq dpo@itbap.com

#### Asia Pacific Headquarters based in Bangkok

Tour East Thailand, division of JTB (Thailand) Limited

Thailand – dpo@toureast.net

Following is the procedure when you request to execute these rights:

- 1) Upon receiving your request, we will contact you to confirm the request is being handled, and we will indicate the reasonable timeframe for us to respond.
- 2) Our special team will make an initial assessment of the request to decide whether it is a valid request and whether confirmation of identity is required.
- 3) If no further action from you is required, we will proceed with the processing of your request.
- 4) At the end of our assessment and internal procedure, we will provide a confirmation as to our compliance or processing of your request.
- 5) For any unfounded or excessive (e.g., further repeated) requests, we may charge a reasonable fee based on administrative costs.

### Requesting a Complain

You can bring complaints in writing by contacting the Data Protection Team at;





# Asia Pacific Headquarters

JTB Pte Ltd.

Asia Pacific branch based destinations except Thailand – aphq dpo@jtbap.com

Asia Pacific Headquarters based in Bangkok
Tour East Thailand, division of JTB (Thailand) Limited
Thailand – dpo@toureast.net

Contacting the Data Protection Team members or other employees to complain about the way we handle your Personal Data is also possible. The employees have been confronted with the complaint will inform you about the contract details to file a complaint in accordance with the present procedure or pass the complaint to the JTB Data Protection Team whichever appropriate.

After receiving the complaint, the Data Protection Team will send an acknowledgement of receipt within one (1) week. The confirmation may include further questions necessary for the clarification of the issues. The Data Protection Team or local Human Resources Department will provide an answer to you as soon as reasonably practicable, but no later than one (1) month upon receiving the complaint. If, due to complexity of the complaint, a substantive response within one (1) month cannot be provided, you will be notified with a reasonable estimate of the timeframe, but not exceeding two (2) months from the notice.

You may also raise the complaint to the relevant Data Protection Authority or lodge a claim with a court of competent jurisdiction.

### Changes to our Privacy Policy

We may revise or update this Privacy Policy from time to time. Any changes we may make to our Privacy Policy in the future will be re-uploaded to the TEG Website. If we make changes which we believe are significant, we will inform through the Website or any platform we have to the extent possible and seek your consent where applicable.

#### Contact

Questions, comments, and requests regarding this Privacy Policy are welcomed and should be address to;

JTB Pte Ltd. | Tour East Group Headquarters 79 Anson Road, #12-01, Singapore 079906

Email: <u>info@toureast.net</u>

#### **About Cookie**

TEG uses cookie information to provide better services, secure security, analyze and distribute appropriate advertisements to customers. Third-party companies may distribute advertisements or obtain behavioral information for the purpose of advertising their company. Third-party companies use cookies only for advertisement distribution purposes and acquire information. If you wish to invalidate this function, please disable (opt-out) from the site of the corresponding company.

Google Terms & Conditions: <a href="https://policies.google.com/?hl=en-US">https://policies.google.com/?hl=en-US</a>





Google Analytics: https://support.google.com/analytics/answer/6004245?hl=en

#### 2.4 Terms of Use for Each Site

#### 2.4.1 Website

TEG's public website for B2B clients, introducing the corporate profile of TEG to whoever visited the site. Corporate profile includes introduction to TEG's handling destinations, and members who are responsible for the destination. The site is strictly not use for EC purpose.

# 2.4.2 Agent Portal

Agent Portal is for registered agents who wish to know more about the products and services TEG offer. Agents will be able to reach to further details uploaded to Agent Portal, and upon request they will be able to book the service through WebConnect – however this is strongly recommended for FIT bookings only, GIT and MICE should be contacted to applicable destination individually upon request.

# 2.4.2.1 Registration

All Agents are required for registration upon accessing to Agent Portal. Registration can be done through the Website, on Agent Portal page.

For those who register for the first time, the procedure will be;

- 1) Please register from the Website under Agent Portal page.
- 2) You will be asked to provide your information such as name, email address, company name, etc.
- 3) Once received the information, we will set up the Log-in ID and Password for you.
- 4) You will receive an email from TEG for Log-in ID and Password which can be used for both Agent Portal and WebConnect.

For those who are already registered, you can log-in to both Agent Portal and WebConnect with the Log-in ID and Password shared from TEG.

For those who are registered, however forgot Log-in ID, Password, or in need to contact TEG for further assistance, please contact through the Inquiry Form on the Website and make sure to address your problem.

# 2.4.2.2 Personal Data Protection

As stated in 2.3 Overvall, and specifically in section 2.3.9 Privacy Policy and GDPR, TEG will protect your Personal Data as per the company measures and take a needful action when required.

#### 2.4.3 WebConnect

WebConnect is TEG's online booking platform for registered Agents, who agreed and signed the service agreement issued by TEG office(s). Using this platform will allow agents to check the rates and services offered by TEG – some may not available (i.e. Korea, Laos, Myanmar, Philippines, and Taiwan are not available for WebConnect as of 02Oct'23).

For inquiry regarding the WebConnect system, please contact api@toureast.net.





#### 2.4.3.1 Registration

Agents can request for registration for both Agent Portal and WebConnect. Upon request to register for Agent Portal, Agents will receive log-in ID and password for WebConnect. Please refer to the procedure on 2.4.2.1 Registration.

By sharing your personal data, we hereby understood that you have read and accepted our Terms and Conditions, and other Policy mentioned in this document in order for you to use the Sites we offer including WebConnect.

# 2.4.3.2 Booking Condition

For detailed booking conditions, please refer to the document "WebConnect TERMS & CONDIITONS Updated 16Jun22" uploaded in the WebConnect. Booking conditions not referred in the document or Site, however clarified by TEG office(s) upon reservation, please follow the instruction and advise from TEG office(s).

#### Reservations

Reservations are to be made in the platform, and confirmed details will be sent from applicable TEG destination(s).

#### Amendments

For Amendments of booking in WebConnect, the original booking must be cancelled first. Charges may apply upon making Amendments depending on the travelling date and Terms and Conditions for each product clarified by TEG.

Amendments regarding company profile including the corporate address, contacts, and billing address, please contact <u>online@toureast.net</u>.

#### Cancellations and No Shows

Cancellations policy of the Travel Services are set out in the Platform for each product, service, or listed in the Agent's offline quotation. The Agent agrees it is read, understood, and bound by all applicable Cancellation policies when making any booking. The Agent shall ensure that the Cancellation policy, including any additional charges, is made known to the Agent's end-client(s). Any cancellation shall be borne by the Agent, not TEG. The Cancellation policy forms part of the Agreement between the Agent and TEG.

TEG will inform immediately if there is No Show recognized from the client(s) of the Agent. TEG will charge 100% for No Show if the reason for No Show is not related to any urgent and emergency matters which should be considered carefully and not personal matters. TEG has the right to be informed by Agents prior to the booking date if the status of booking changed. Such a No Show shall be stipulated in the invoice issued to the Agent for the Travel Service when the booking is made on the Platform. The Agent acknowledges and agrees that the No Show fee is a genuine loss incurred by TEG arising from the No Show.





#### 2.4.3.3 Payment Method

All rates displayed on the Platform, unless otherwise specified, are nett and non-commissionable. Payments must be made by the due date mentioned in the invoice issued, and the currency specified. All bank fees – if incur, are on the Agent's account. TEG reserves the right to cancel the reservation without prior notice if payment is not received by the stated due date and correct amount.

For any payment, TEG will request for proof of payment such as copy of transaction summary, pay slip, caption of payment confirmation (if paid via online), and these documents must be including the information of payer, the amount transferred in which currency, and information of receiver in order to identify that the payment is finalized with the correct amount to correct TEG office.

Transactions made through the site: Contracts for the supply of goods, services, or products (including any ticket(s), pass, credential, or other document or general or specific authorization granted by us) formed through the Site or as a result of visits made by you to the Site are governed by the specific terms and conditions of supply for that good, service, or product as highlighted to you prior to any contract being formed.

#### Bank Transfer

Payment through the International Bank Transfer, all bank fee occurred must be borne by the payer. If failed to receive the full amount mentioned in the issued invoice, TEG will request for immediate transaction for the balance amount.

Bank information is written on the invoice issued.

#### Payment Link

There are several payment link types that each TEG office follows. Usually paid by Credit Card, there will be additional service charge to be applied on top of total amount issued in invoice. Payment link will be issued per payment by respective TEG office who collects the money. Please check the currency option if you prefer a specific currency.

For Credit Card payment, you can also authorize the payment by submitting the Credit Card Authorization Form which will be shared from TEG office(s) upon request.

### 2.4.3.4 Obligations

The Agents ensures that:

- Reservations using the WebConnect are made in accordance with procedures and formats as advised and updated by TEG
- All reservations include correct client names and information
- All Travel Services are booked into the right category, especially in cases when market-specific rates are applicable information provided to clients is not misleading or incorrect.

Agents must ensure that clients are aware of destination travel advisories and obtaining all necessary travel documents including, as appropriate, visas, vaccination certificates, health checks and health insurance. TEG will not be responsible in cases where clients fail to present complete and valid documentation required upon entering the country.





#### 2.4.3.5 Exclusions

TEG shall not be liable for any cost, expense or damage incurred or suffered by the Agents and/or its client(s) or any other third parties arising from the Travel Services and/or the Agents or its client's bookings under this Terms and Conditions. This includes, without limitation, any cost, expenses, and damages incurred or suffered as a result of the following events:

- National of local emergency, acts or omissions of any government or governmental authority or agency, insurrection, civil disorder, war or military operations;
- Industrial disputes of any kind, lockouts, stoppages or restraint of labor;
- Traffic congestion, vehicle breakdown, obstruction of any public/private road, highway, sea or air passage;
- Accidents of any kind occurring during the client(s)' independent activities;
- Theft, robbery, lost property/luggage, or food poisoning;
- Isolation because of infectious diseases or any condition likely to endanger the health or safety of tour members or impair their reasonable comfort;
- Any cancellation or alteration of the tour itinerary, hotel accommodation, or tour services because of any of the abovementioned events.

It is agreed that any liability of Tour East shall not exceed the sums paid by the Agents to TEG for the specific Travel Service in question. TEG will not be liable in any way for any third-party loss, damage or injury or loss of life, directly or indirectly, related to the actions of the Agents or its client(s). TEG bears no responsibility for the Agents or the client's default in response to any bookings made.





# **CHANGE LOG**

Date	Page	Details
22Nov'23	12,13	Revised to new dpo email address.