

## **PRIVACY POLICY**

### **WHO WE ARE**

Sooka Go Travel Sdn. Bhd. (Company No.1514497-V) | MOTAC L/N/11530), located at Lot 2745, Batu 10 ¼, Desa Makmur, 53100 Gombak, Selangor is committed to the protection of your Personal Data and takes the matter of protecting your privacy as a high priority matter.

We are a travel agent in Malaysia and our license with the Ministry of Tourism (MOTAC) allows us to operate Inbound (domestic), Outbound and Ticketing.

Our website address is: <https://www.sookagotravel.my>.

This policy, together with our Terms and Conditions sets out the basis on which any personally identifiable information and data (“ Personal Data ”) we collect from you, or that you provide to us, will be processed by us. This policy applies to our websites, applications, tools, promotions, email communications, log-in accounts and other services operated by us.

This Privacy Statement explains the general terms on how we protect the privacy of your Personal Data under the Personal Data Protection Act 2010 (“PDPA”). You may choose not to provide the information to us but some general information about you is required to purchase products or services, complete a traveller profile, register as a member, participate in a survey, competition or promotion, ask us a question or initiate other transactions with us.

### **Personal Data Protection Act**

The Personal Data Protection Act is an act enacted by the Malaysian Government to protect individual’s personal data in commercial transactions. The PDPA defines personal data as any identified or identifiable information from or other information in possession of the individual. This includes names, address, IC Number, passport number, email address and other contact details.

According to the PDPA, sensitive personal data consists of information as to the physical or mental health or condition of an individual, political opinions, religious beliefs or other beliefs of a similar nature, the commission or alleged commission of any offence or any other personal data as determined by the Minister by order published in the Gazette.

Commercial transactions mean any transaction of a commercial nature, regardless of whether it is contractual. This includes the collection of personal data of potential customers. Processing personal data is the act of collecting, recording, holding or storing personal data and carrying out any operation or set of operations on the personal data. The PDPA gives you certain rights in relation to your personal data which include,

1. to access your personal data and to correct this information to make sure that the personal data is accurate, complete, not misleading and up-to-date,
2. to withdraw your consent for disclosing of your personal data for marketing purposes or any other purposes than for the fulfilment of the service you have subscribed for. If you give consent to Sooka Go Travel Sdn. Bhd. for marketing purposes, Sooka Go Travel Sdn. Bhd. may send marketing materials to you via various channels (e.g. email, letters and phone calls etc.). Even with no consent, Sooka Go Travel Sdn. Bhd. may still use your personal data for purposes of providing the products or services that you have signed up for or fulfilling any other contractual obligations, and for legal or regulatory purposes.

### **What Type Of Information Do We Collect?**

We collect information provided by you, such as name, email address or password details where you sign-up or contact us to receive or make use of any of our services, for example, where you create a registered account with us. Where you make a booking with Sooka Go Travel Sdn. Bhd., you may be asked to provide additional information such as your address, passport number, and credit card or debit card details.

We also collect information provided to us when you connect to our services from third party applications, social networking sites or other websites.

### **Use Of Information**

We will use the information provided by yourself to

1. verify your authorization to access certain features of our services,
2. to enable you to access and use the services you have selected,
3. to optimize Sooka Go Travel Sdn. Bhd. services and personalize your visits to our website by remembering location, language as well as previous engagements,
4. for system administration purposes,
5. to analyse user behaviour and trends in order to improve and understand how people use our services,
6. where you have requested that we do so or to respond to communications you have sent us,
7. where it is necessary to notify you about changes or updates to our services,
8. to send booking confirmations and alerts, notifications or newsletters you have subscribed to, including to your mobile device and private number.

As noted above, you may be asked to provide credit card or other payment information to us or the relevant booking partner when you are making a booking.

## **Disclosure Of Your Information**

We will never sell your Personal Data to third parties, though we may on occasion share or provide your Personal Data to third parties in accordance with this policy or where we are required to do so by law.

We may also disclose your Personal Data if necessary to prevent, detect or prosecute illegal or suspected illegal activities or to prevent other damage or in response to a legal action or to enforce our rights and claims.

We may share your information with affiliate companies within the Sooka Go Travel Sdn. Bhd. corporate group for use in accordance with this policy and the purposes set out above. When you are making a booking using our services, we may transfer any Personal Data you provide to us as part of that process to the ultimate travel provider with which you are booking. Such travel providers will use your Personal Data in accordance with their own terms and conditions and privacy policy, a link to which will be provided to you during the booking process.

We may share your information with select third parties to process your information on our behalf or where necessary in order to deliver the service you have requested. For example, we may disclose your email address to trusted third party companies along with other data collected by us to help identify trends and to tailor our services and any communications we send to you.

Where we run a promotion in conjunction with a third party we may occasionally agree to share the email addresses of participants with the partner running the competition. Where this is the case, it will be clearly stated in the terms of the promotion and you will be asked whether you consent to the use of your data in that way at the point of entry. We have no responsibility for subsequent use or distribution of email addresses by our partners.

When we direct you to websites of third party travel providers for you to make bookings, we may use your Personal Data to auto-fill selected details within the third party companies website in order to make the booking process easier and more efficient for you.

In addition, we may also disclose your Personal Data where necessary in order to enforce our Terms and Conditions or other agreements. We may also share anonymous aggregated usage information with others.

## **Data Storage**

All Personal Data you provide to us is stored on secure servers. Regardless of location, we ensure that adequate technical and organisational measures are in place to protect the security of your Personal Data. We limit access to your Personal Data to employees who we believe have a legitimate need to come into contact with that information in order to fulfil their role and provide products or services to you.

Unfortunately, the transmission of information via the internet can never be completely secure. Although we will do our best to protect your Personal Data, we cannot guarantee the security of your data transmitted to our websites or other services; any transmission is at your own risk. Once we have received your Personal Data, we will use strict procedures and security features to try to prevent unauthorized access.

### **Cookies And Tracking Tools**

We use cookies and tracking tools to collect aggregated usage and demographic information about our users over time.

### **Third Party Websites**

Please be aware that we are not responsible for the privacy practices of any third party websites. When you leave or otherwise cease using our services, we encourage you to read the privacy statements/policies of each and every third party website that collects personal data from you.

In order to provide you with a useful social experience, we may give you the option to export information to third party applications and websites, including social networking sites such as Facebook or Twitter. When exporting such information you may be disclosing your information to the individuals or organisations responsible for operating and maintaining such third party applications and sites and that your information may be accessible by others visiting or using those applications or sites. We do not own or operate the applications or websites that you connect with and you should review the privacy policies of such websites to make sure you are comfortable with the ways in which they use the information you share with them.

### **Contacting Us**

If you have any questions about this policy, please contact our team and we will do our best to get back to you.

### **Additional Terms : Disclaimers & Limitation of Liability**

For further clarification, “Us”, “We” and “Our” shall refer to Sooka Go Travel Sdn. Bhd. and its affiliates. All information on this website may include inaccuracies or errors and we do not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to such information that appears on our website.

We reserve the right to correct any information and make changes to them from time to time.

We will not be liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such Suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.

We have no liability and will not make any refunds in the event of any delay, cancellation, overbooking, strike, force majeure, or other causes beyond our control and we have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority. In no event shall we be held liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of, or in any way connected with, your use of this website or our services.

### **Dispute Settlement**

In the event of a dispute, all parties agree that arbitration and mediation will be the sole recourse and that they may not file a lawsuit against Sooka Go Travel Sdn. Bhd..

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# **POLICY**

## **Terms and Conditions**

Welcome to the Sooka Go Travel Sdn. Bhd. website (the “website”). Please read our Terms of Use (the “Terms”) carefully before continuing on with your use of this website. This website and information on it is controlled by Sooka Go Travel Sdn. Bhd.. These Terms shall govern the use of the website and apply to all Internet traffic visiting the website. By accessing or using this website, you agree to the Terms. The Terms are meant to protect all of our website visitors and your use of this website signifies your agreement with these Terms.

Sooka Go Travel Sdn. Bhd. is acting as an intermediary or a “Booking Agent” for travel services that are not directly supplied by us (e.g., air carriage and ground transportation, hotel accommodations, meals, tours, etc). We are not a co-vendor of such products and services. You will be entering into a separate contract with such suppliers in connection with such travel services. Sooka Go Travel Sdn. Bhd. will not be liable (to the fullest extent permitted at law) for any loss, damage or inconvenience arising as a consequence of any use of or the inability to use any information on this site.

## **Travel Services**

We provide a variety of travel related products from different vendors and third parties (“Suppliers”). Each Supplier has its own terms and conditions that will be applicable depending on your particular travel arrangements. In addition to our general terms and conditions, we must highlight that as our suppliers have their own terms and conditions, you should make sure to understand them.

## **Booking Terms**

www.sookagotravel.my website is on condition that you accept without variation the term of bookings set out here in which may be varied by www. sookagotravel.my from time to time without prior warning. Your use of www. sookagotravel.my constitutes your agreement to all terms in force for the time being as set out herein. If you do not agree with these terms, do not use this website.

## **Increase In Charges**

All airline tickets are subject to supplemental price increase that may be imposed after the date of booking. Post purchase price increases may be applied due to additional costs imposed by a supplier or government. You may be charged additional sums by Sooka Go Travel Sdn. Bhd. to offset increased fees, fuel surcharges, taxes, and fluctuations in foreign exchange markets or any combination thereof. Acceptance of these terms and conditions hereby consent you to any post-purchase price increases and authorises Sooka Go Travel Sdn. Bhd. to charge the additional amount (where applicable) to your booking.

## **Deposits and Payment**

Payment of deposit enables us to hold a reservation for you but does not guarantee the price can only be guaranteed once full payment is made to us and other travel documents have been issued, subject to any terms and conditions of the Supplier. We will advise you of the date that full payment is required. Upon your provision of your payment information, you are authorizing us to make the payment arrangements with the corresponding suppliers.

We reserve the right to refuse personal cheques as a method of payment. After full payment, the conditions of the contract with your Supplier may permit them to increase the cost of your arrangements. We will pass on any such increase to you as we become aware of such increase. If we have arranged a package, changes in transportation costs including the cost of fuel, taxes, fees and exchange rates mean that the price of your travel arrangements may change after you have paid in full.

### **PAYMENT POLICY**

#### **A. Deposit is made LESS than 45 days before departure**

1. Full payment needs to be paid within 24 hours after receiving a quotation to confirm the booking.
2. Customer has to settle the remaining outstanding amounts stated in the invoice immediately. Sooka Go Travel Sdn. Bhd. has the full right to cancel the booking if the payment is not made within the specified time.

#### **B. Deposit is made between 46 to 90 days before departure**

1. Deposit fee of 30% needs to be paid within 24 hours after receiving a quotation to confirm the booking. The deposit amounts are as per table 2.
2. The final payment should be made no less than 45 days before departure. Sooka Go Travel Sdn. Bhd has the full right to cancel the booking if the payment is not made within the specified time.

#### **C. Deposit is made MORE than 90 days before departure**

1. Deposit fee of 30% needs to be paid within 24 hours after receiving a quotation to confirm the booking. The deposit amounts of total package price are as per table 1 and 2. If the booking is paid before 15th day in:

**Based on Package price (RM10,000.00 /person)**

<b>Date</b>	<b>Details</b>	<b>installment Amount</b>
05/09/2023	Deposit per person	RM3,000.00
28/09/2023	installment 1	RM 1, 750.00
28/10/2023	installment 2	RM 1, 750.00
28/11/2023	installment 3	RM 1, 750.00
28/12/2023** or 45 days before departure date	installment 4	RM 1, 750.00

**Table 1: Deposit amount per person**

2. Calendar month, the first installment would be due on 28<sup>th</sup> day in the same calendar month.
3. If the booking is paid after the 15<sup>th</sup> day in the calendar month, the first installment would be due on the 28<sup>th</sup> day in the following calendar month.
4. The installment amount is computed as a Total Package Amount (as per invoice) less initial deposit fee paid divided the amount of month allowed.
5. Customers will receive the installment payment schedule from Sooka Go Travel Sdn. Bhd. within 24 hours after completing their initial deposit.
6. The final installment (\*\*to adjust the date to <45 days) should be made no less than 45 days before departure. Sooka Go Travel Sdn. Bhd. has the full right to cancel the booking if the payment is not made within the specified time.
7. The customer is responsible for complying with the installment plan as outlined in paragraph 1 - 6.

<b>Package price (RM/person)</b>	<b>Deposit amount of 30% of total package per person (RM/person)</b>
RM10,000	RM3,000*

**Table 2: Deposit amount per person**

## Payment schedule Summary

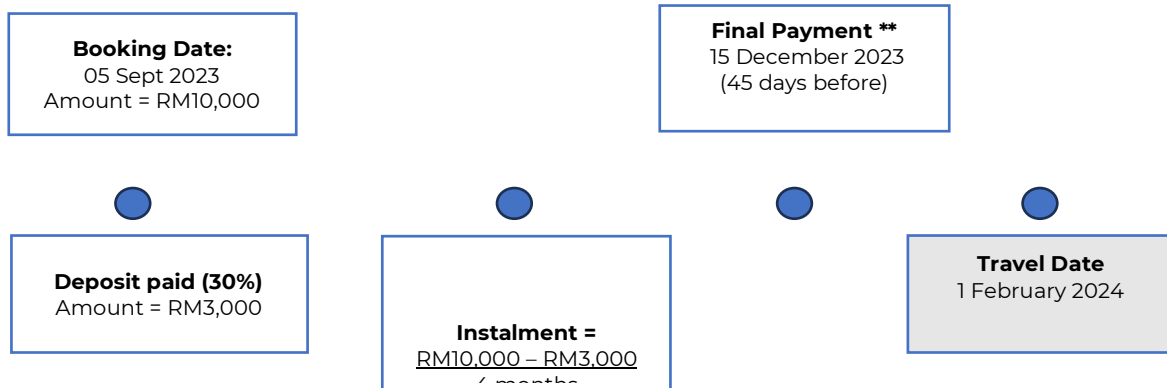
Days before Departure	< 45 days	46 - 90 days	>90 days
Initial Deposit* per person	RM3000*	RM3000*	RM3000*
installment Amount (RM)	–	–	Outstanding amount** divided by month remaining
Final Payment	Within 24 hours after booking confirmation	No less than 45 days before departure	No less than 45 days before departure

**Table 3: Payment Schedule**

\* Refer to table 2

\* Outstanding amount = Full Package – Deposit Amount Paid.

$$\text{installment} = \frac{\text{Full Package price} - \text{Deposit Paid}}{\text{Remaining Months}}$$



installment No	installment Date	Deposit amount per person (RM/person)
1	28 September 2023	RM1,750
2	28 October 2023	RM1,750
3	28 November 2023	RM1,750
4	15 December 2023 **	RM1,750

(\*\*to adjust the date to <45 days before departure which ever is early )

## CANCELLATION POLICY

- Any cancelled booking is bound with the cancellation policy and the amount refunded are summarized in table 5.
- Please be advised that all hotels enforce a strict cancellation policy. The cancellation clause and Terms & Conditions of the hotels will be provided after confirmation.
- In the event of a cancellation after booking, a written notice must be forwarded to our email address in the event of a cancellation. Upon receipt of written cancellation, the following cancellation fees will apply ;

### Refund /Cancellation fees

Days before departure	< 45 days	46 – 90 days	> 90 Days
Refund : Deposit	Non Refundable		
Refund: Amount total Package less Deposit	0%	25%	50%

**Table 5: Cancellation policy**

### Changing /Modifying Trip/ Package Date

Days before Travel Date	Change Fee (per person)
< 45 days	Restricted. No change allowed
45- 74 days before	RM150 + Package Price Difference
> 75 days before	RM150 + Package Price Difference

**Table 6: Changing. Modifying Trip**

### Notes

1. If the customer makes the booking for any tour package, the quoted flight fare (both domestic & international) is needed to be paid based on Airlines terms and conditions.
2. Any subsequent payment: meals, pocket Wifi deposit, travel insurance and other related service / product has to be paid upon receiving the invoice.
3. For all tours offered, the customer will be entitled to the ground package value based on the cancellation policy should the customer choose to cancel their booking. Customers will not be entitled to any refund on the flight ticket bought by Sooka Go Travel Sdn. Bhd. should the customer choose to cancel the booking.

## **If You Have A Complaint**

If you encounter any problems during your journey, please inform our office immediately. If you fail to timely contact us, we will not be permitted the opportunity to investigate your complaint and attempt to rectify any error while you are away, and this may affect your rights under this Agreement.

## **Travel Documents & Destinations**

It is your responsibility to ensure that all of the details on your travel documents are correct and to bring to our attention any errors or discrepancies immediately.

## **Passport, Visa & Immigration Requirements**

It is your responsibility to fulfill the passport, visa, and other immigration requirements applicable to your itinerary. You should confirm these with the relevant embassies and/or consulates. We do not accept any responsibility in the case of you being unable to travel due to not complying with any such requirements.

## **Insurance**

Travel insurance is a vital part of your arrangements. We strongly recommend that you have taken out adequate insurance for the duration of your journey. Travel insurance is a mandatory element of some travel arrangements. We will be able to arrange for travel insurance. However, this will be for coverage of ground arrangements.

## **Use Of Our Services & Website**

You agree you will only use our website or services to make legitimate reservations or purchases and shall not make speculative, false or fraudulent reservations or reservations in anticipation of demand. You will only use our website and services in compliance with applicable law.

Without our prior written permission, you may not (a) access, monitor or copy any content or information on our website using any “robot”, “spider”, or other automated or manual device or program, (b) deep link to any portion of our website, or (c) “frame” or incorporate any portion of our website into any other website.

You should take precautions to ensure that whatever links you access are free of viruses, worms, Trojan horses, or other destructive mechanisms.

## **Indemnification**

You agree to indemnify us and our affiliates, and any of our Suppliers, and any such parties', officers, directors, employees, and agents from and against any claims, causes of action, demands, losses, damages or other costs (including reasonable legal and accounting fees) brought to you or third parties as a result of (a) your breach of this

Agreement, (b) your violation of any law or rights of any third party, or (c) your use of our website.