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# TERMS AND CONDITIONS

## Introduction

We are Koperasi Kakitangan Taman-Taman Sabah Berhad, KOKTAS (hereinafter referred to in this document as “KOKTAS”, “we”, “us”, and “our”). By accessing our website at [\[https://www.koktastravel.com\]](https://www.koktastravel.com) and its micro-sites [\[https://tawau.koktastravel.com\]](https://tawau.koktastravel.com) [\[https://poring.koktastravel.com\]](https://poring.koktastravel.com), our vendor-associated booking site [\[https://koktas.cooptourism.my\]](https://koktas.cooptourism.my), and our products and services, you agree to comply with the following Terms And Conditions. If you do not agree to any of these Terms and Conditions, please do not proceed into using our services.

## 1. Businesses and Services

KOKTAS runs a range of business activities including but not limited to:

- a) Operation of food and beverage business, includes restaurants, cafes, food kiosks, vending machines, and event and hall catering services;
- b) Operation of land transportation services via 7-seater MPVs, 12-seater vans, and a large coach bus;
- c) Operation of souvenir and retail shops;
- d) Operation of accommodation properties in the forms of chalets, lodges, budget rooms and hostels, and
- e) Operation of COOP Mart, a convenience store established under KOKTAS' affiliation with an initiative by The Malaysian Ministry of Entrepreneur and Cooperatives Development (KUSKOP).

These business activities are operated within the vicinity of the areas of, agreed to or affiliated to the Sabah Parks and its gazetted parks.

## 2. Eligibility

For businesses needing booking, reservations, or transactions, you must be at least 18 years old to proceed with said business purposes. By proceeding with said businesses, you represent and warrant that you have met the minimum age requirement.

## 3. Account Registration

In order to use our online services (including property bookings), you are required to create an account on our dedicated websites. You are required to comply into providing accurate, current, and complete personal information required during the registration process and said information must be updated when needed.

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#### **4. Privacy**

We highly value your privacy. In order to understand more about how we collect, use, and disclose your information, please read our Privacy Notice.

#### **5. Payment and Fees**

##### **5.1 Service booking and reservations:**

All fees for services are due at the time of booking unless otherwise specified. Booking payments are accepted via online banking transfers, DuitNow QR, or card payments.

All payments are non-refundable, with otherwise as stated in these Terms and Conditions as exception (includes one required by applicable law).

##### **5.2 Other payments:**

Purchases made directly from walk ins can be paid directly at our premises.

#### **6. Cancellation and Refund Policy**

You may cancel a booking or reservation with at least 7 days' notice to receive a full refund. Cancellations made within 7 days of scheduled booking date will not be eligible for a refund. KOKTAS reserves the authority to cancel or reschedule your booking and reservations as necessary, which in this case you will be notified from our behalf and provided with a full refund or the option to reschedule.

#### **7. Intellectual Property**

All contents that are present on our website; including text, logos, graphics, images, and other related to us hereinafter is the property of KOKTAS and/or its licensors, and is protected by intellectual property laws. Any usage, reproduction, or distribution of any content as mentioned without prior written permission will be taken legal action.

#### **8. User Conduct**

You agree to not use our products and services for the means of any unlawful acts that could harm or interfere with any other party's use of our product and services. In addition, you must agree not to gain unauthorized access to any part of our products and services.

#### **9. Limitation Of Liability**

As permitted by applicable law, KOKTAS is not liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of data, profits, and use arising out of / in connection with your business with us.

## 10. Governing Law

These terms and conditions shall be governed by and enacted in accordance with the laws of Malaysia, without regard to its conflict of law principles.

Any conflicts arising out of or in connection with these Terms and Conditions shall be resolved in the Malaysian courts.

## 11. Changes To Terms and Conditions

KOKTAS reserves the authority to update these Terms and Conditions at any time. Any form of update or change in this document will take effect immediately upon upload.

## Contact

Any concerns regarding these Terms and Conditions shall be submitted to us via the contact information below:

**UNIT PEMASARAN**  
**KOPERASI KAKITANGAN TAMAN-TAMAN SABAH BERHAD**  
Pejabat Cawangan Kota Kinabalu,  
Tingkat 1, Lot 57, Blok G,  
Ruang Singgah Mata, Asia City,  
88800 KOTA KINABALU, SABAH

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Website: [www.koktastravel.com](http://www.koktastravel.com)