

The Parties agree that these Terms and Conditions govern the Services provided to the Customer by PT.Global Mandiri Tangguh ("Direct Travel").

## 1. DEFINITIONS

- 1.1 **Agreement:** means the Fee Schedule, these Terms and Conditions and any Order Confirmation entered into between Direct Travel and the Customer.
- 1.2 **Confidential Information:** means any information disclosed in accordance with Clause 11 hereof.
- 1.3 **Customer:** means the client names in the Fee Schedule.
- 1.4 **Customer Data:** means data submitted by or on behalf of Customer in connection with the Services, excluding anonymised and aggregated data.
- 1.5 **Fee Schedule:** means the Customer specific price list.
- 1.6 **Licensed Technology:** means Direct Travel proprietary software and any third-party technology provided by Direct Travel to Customer that enables travel planning, booking, modification of travel arrangements or related Travel Services.
- 1.7 **Order Confirmation:** has the meaning given to it in Clause 6.1.
- 1.8 **Services:** means any providing travel management services, including but not limited to, arranging travel, accommodation services, or combination thereof for the Customer through the Travel Service Providers as described in an Order Confirmation.
- 1.9 **Travel Agreement:** means an agreement, in the form of an itinerary booking confirmation between the Customer and Travel Service Provider, pursuant to which the Travel Service Provider agrees, subject to the applicable terms and conditions of the Travel Agreement (whether expressly set out therein or incorporated by reference), to provide the Travel Services to the Customer.
- 1.10 **Traveller:** means the Customer and/or any other natural person for whose benefit the Services have been booked or provided.
- 1.11 **Travel Service Provider:** means collectively or any of, as the context so permits, third party providers of Travel Services from time to time.
- 1.12 **Travel Services:** means transportation, accommodation or other travel arrangements including, without limitation, air, rail, bus passenger transportation, hotel accommodation and car hire services.

## 2. APPLICABILITY

- 2.1 Direct Travel agrees to provide the Customer with the Services in accordance with the terms of the Agreement.

Para Pihak sepakat bahwa Syarat dan Ketentuan ini mengatur Layanan yang diberikan kepada Pelanggan oleh PT. Global Mandiri Tangguh ("Direct Travel").

## 1. DEFINISI-DEFINISI

- 1.1 **Perjanjian:** berarti Jadwal Biaya, Syarat dan Ketentuan ini, dan setiap Konfirmasi Pesanan yang dibuat antara Direct Travel dan Pelanggan.
- 1.2 **Informasi Rahasia** berarti semua informasi yang diungkapkan sesuai dengan Klausula 11 di dalam ini.
- 1.3 **Pelanggan:** berarti nama-nama klien di dalam Jadwal Biaya.
- 1.4 **Data Pelanggan:** berarti data yang dikirimkan oleh atau atas nama Pelanggan sehubungan dengan Layanan, tidak termasuk data anonim dan data agregat.
- 1.5 **Jadwal Biaya:** berarti daftar harga spesifik Pelanggan.
- 1.6 **Teknologi Berlisensi:** berarti perangkat lunak milik Direct Travel dan teknologi pihak ketiga apa pun yang disediakan oleh Direct Travel kepada Pelanggan yang memungkinkan perencanaan perjalanan, pemesanan, modifikasi pengaturan perjalanan, atau Layanan Perjalanan terkait.
- 1.7 **Konfirmasi Pesanan:** telah diartikan di dalam Klausula 6.1.
- 1.8 **Jasa** berarti semua jasa perjalanan, akomodasi atau kombinasi dari keduanya yang Direct Travel setuju untuk menyediakan bagi Pelanggan sebagaimana dideskripsikan di dalam Konfirmasi Pesanan.
- 1.9 **Perjanjian Perjalanan** berarti sebuah perjanjian, di dalam bentuk konfirmasi pesanan rencana perjalanan antara Pelanggan dan Penyedia Jasa Perjalanan, sesuai dengan yang disetujui oleh Penyedia Jasa Perjalanan, tunduk pada syarat dan ketentuan yang berlaku dalam Perjanjian Perjalanan (baik dipaparkan secara tegas di dalamnya ataupun dimasukkan dengan referensi) untuk menyediakan Jasa Perjalanan bagi Pelanggan.
- 1.10 **Wisatawan** berarti Pelanggan dan/atau orang alami lainnya bagi siapa keuntungan Jasa telah dipesan atau disediakan.
- 1.11 **Penyedia Jasa Perjalanan** berarti secara kolektif atau, sejauh konteks mengizinkan, setiap penyedia Jasa Perjalanan dari waktu ke waktu.
- 1.12 **Jasa Perjalanan** berarti transportasi, akomodasi atau pengaturan perjalanan lainnya termasuk, tidak terbatas pada, transportasi udara, kereta, bis penumpang, akomodasi hotel serta jasa sewa mobil.

## 2. PENERAPAN

- 2.1 Direct Travel setuju untuk menyediakan Jasa bagi Pelanggan sesuai dengan ketentuan Perjanjian.
- 2.2 Perjanjian berlaku pada penyediaan Jasa oleh

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| <p>2.2 The Agreement applies to the provision of Services offered by Direct Travel. The supply of Travel Services provided by a Travel Service Provider are subject to the terms of the Travel Agreement entered into between the Travel Service Provider and the Customer which Direct Travel shall make available to the Customer.</p> <p>2.3 Any terms and conditions contained or referred to in any purchase order, acknowledgements, confirmation or other documents issued by Customer shall not be applicable, shall in no way modify the Agreement or bind Direct Travel, and are expressly excluded unless Direct Travel has expressly agreed in writing to their inclusion.</p> <p>2.4 These Terms and Conditions shall remain in full force and effect for a period of four (4) years unless and until terminated by the Customer on providing six (6) months' notice in writing to Direct Travel.</p>                                                                                                                                                                                                                                                                                                                                                                                                      | <p>Direct Travel. Suplai Jasa Perjalanan oleh sebuah Penyedia Jasa Perjalanan tunduk pada ketentuan Perjanjian Perjalanan yang dimasuki antara Penyedia Jasa Perjalanan dan Pelanggan yang mana Direct Travel harus sediakan bagi Pelanggan.</p> <p>2.3 Semua syarat dan ketentuan yang terkandung atau dirujuk di dalam pesanan pembelian, pengakuan, konfirmasi ataupun dokumen-dokumen lainnya yang diterbitkan oleh Pelanggan tidak akan berlaku, tidak akan memodifikasi Perjanjian atau mengikat Direct Travel, dan secara tegas dikecualikan kecuali Direct Travel telah secara tegas menyetujui secara tertulis pencakupannya.</p> <p>2.4 Syarat dan Ketentuan ini akan tetap berlaku sepenuhnya untuk jangka waktu empat (4) tahun kecuali dan sampai diakhiri oleh Pelanggan dengan memberikan pemberitahuan tertulis enam (6) bulan sebelumnya kepada Direct Travel.</p>                                                                                                                                                                                                                                                                                              |
| <p><b>3. SERVICES</b></p> <p>3.1 Direct Travel shall provide the Services described in an Order Confirmation or as may be agreed upon mutually in writing between the Parties. The Customer hereby agrees to purchase, and Direct Travel agrees to sell, the Services.</p> <p>3.2 The Customer acknowledges that Direct Travel is entitled to engage third parties for performance or part thereof, of the Services under the Agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <p><b>3. JASA</b></p> <p>3.1 Direct Travel akan menyediakan Layanan yang dijelaskan dalam Konfirmasi Pesanan atau sebagaimana disepakati bersama secara tertulis antara Para Pihak. Pelanggan dengan ini setuju untuk membeli, dan Direct Travel setuju untuk menjual, Layanan.</p> <p>3.2 Pelanggan mengakui bahwa Direct Travel berhak untuk melibatkan pihak ketiga untuk pelaksanaan atau sebagian dari pelaksanaan Jasa di bawah Perjanjian.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <p><b>4. RESPONSIBILITY</b></p> <p><b>Travel Services</b></p> <p>4.1 Where Direct Travel is responsible for payment to the Travel Service Provider of the costs of such Travel Services, such costs will be included within the Charges payable by the Customer to Direct Travel for the Services. Until such time as Direct Travel issues the Order Confirmation no contract has been formed between the Customer and Travel Service Provider.</p> <p>4.2 In providing travel information, making reservations and issuing tickets and other documents to the Customer or the Traveller, Direct Travel does not guarantee or insure the Travel Services to be provided by any Travel Service Provider.</p> <p>4.3 From time to time, Direct Travel transmits the necessary proceeds from the sale and booking of Travel Services to the Travel Service Provider supplying those Travel Services. In the event that such a Travel Services for which payment has been made, the Customer's and the Traveller's sole and exclusive recourse for refund shall be against the defaulting Travel Service Provider, or from any insurance or the like covering such defaults.</p> <p><b>Services</b></p> <p>4.4 The Customer and the Travellers are obligated to comply with all the instructions given by Direct Travel</p> | <p><b>4. TANGGUNG JAWAB</b></p> <p><b>Jasa Perjalanan</b></p> <p>4.1 Jika Direct Travel bertanggung jawab atas pembayaran kepada Penyedia Layanan Perjalanan atas biaya Layanan Perjalanan tersebut, biaya tersebut akan dimasukkan dalam Biaya yang harus dibayarkan oleh Pelanggan kepada Direct Travel untuk Layanan. Hingga saat Direct Travel mengeluarkan Konfirmasi Pesanan, tidak ada kontrak yang terbentuk antara Pelanggan dan Penyedia Layanan Perjalanan.</p> <p>4.2 Dalam menyediakan informasi perjalanan, membuat reservasi dan menerbitkan tiket serta dokumen-dokumen lainnya kepada Pelanggan atau Wisatawan, Direct Travel tidak menjamin atau memastikan Jasa Perjalanan tersebut akan disediakan oleh Penyedia Jasa Perjalanan mana pun.</p> <p>4.3 Dari waktu ke waktu, Direct Travel meneruskan hasil yang diperlukan dari penjualan dan pemesanan Jasa Perjalanan ke Penyedia Jasa Perjalanan yang mensuplai Jasa Perjalanan tersebut. Dalam hal di mana sebuah Penyedia Jasa Perjalanan gagal memenuhi kewajiban sebelum menyediakan Jasa Perjalanan yang sudah dibayarkan, maka satu-satunya jalan bagi Pelanggan dan Wisatawan untuk mendapatkan</p> |

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| <p>in order to ensure the proper provision of the Services (including, but not limited to, instructions with respect to the check-in times and transfer times) and are liable towards Direct Travel and/or any Travel Service Providers for any and all damages that may result from or are otherwise related to their acts and/or omissions, and they will be obliged to bear their own damage caused as a result.</p> <p>4.5 Where a Traveller causes trouble or nuisance whereby the proper provision of the Services is significantly impeded or could be significantly impeded as a result, he/she may be excluded from receiving the Services by Direct Travel and/or the Travel Service Provider if Direct Travel and/or the Travel Service Provider cannot reasonably be expected to comply with their obligations or to perform the Travel Services. Any and all damages caused as a result will be for the Customer and/or Traveller's account.</p> <p>4.6 The Customer and/or the Travellers are obligated to prevent or limit any damage (or any further damage), including but not limited to notifying Direct Travel as quickly as possible of any complaints. Complaints with respect to a reservation made by Direct Travel must be submitted to Direct Travel within 30 days after the Services have ended or, if the trip (transport or accommodation) or the event did not take place, up to one month after the original departure date or accommodation date or event date.</p> <p>4.7 If the Customer is in default of any provision of the Agreement and is unable to cure such default within a reasonable time after receiving written notice (which contains sufficient particulars of the default), Direct Travel will be entitled to terminate the Agreement, Services or part thereof, in accordance with the terms of the Agreement. If the Customer fails to cure the default, Direct Travel will send a written notification confirming the termination of the Agreement, Services or part thereof.</p> <p>4.8 In the event of a situation involving an event of force majeure, either Party will be entitled to terminate the Agreement, Services or part thereof if an event of force majeure continues for more than 14 days, by means of a written notification to the other Party at any time.</p> <p><b>Software License and Third Party Technology Terms</b></p> <p>4.9 Direct Travel grants the Customer a non exclusive, non-transferable, revocable licence to access and use the Licensed Technology solely for the Customer's internal business purposes. All other rights not granted are reserved. All intellectual property rights in and to the Licensed Technology remain vested in Direct Travel or its licensors. No ownership rights are transferred to the Customer. Customer shall not remove or alter any proprietary notices.</p> <p>4.10 The Customer shall not copy, modify, reverse engineer, create derivative works, integrate the</p> | <p>pembayaran kembali adalah dari Penyedia Jasa Perjalanan yang gagal memenuhi kewajibannya, atau dari asuransi atau semacamnya yang menanggung kegagalan pemenuhan kewajiban semacam tersebut</p> <p><b>Jasa</b></p> <p>4.4 Pelanggan dan Wisatawan berkewajiban untuk mematuhi seluruh instruksi yang diberikan oleh Direct Travel dalam rangka memastikan penyediaan Jasa yang layak (termasuk, namun tidak terbatas pada, instruksi tentang waktu check-in dan waktu transfer) dan bertanggung jawab kepada Direct Travel dan/atau semua Penyedia Jasa Perjalanan atas semua dan seluruh kerugian yang mungkin diakibatkan dari atau berkaitan dengan tindakan dan/atau kelalaian mereka, atau mereka akan berkewajiban untuk menanggung kerugian mereka sendiri yang disebabkan sebagai akibatnya.</p> <p>4.5 Di mana seorang Wisatawan menyebabkan masalah atau gangguan yang membuat penyediaan Jasa yang layak secara signifikan terhambat atau dapat secara signifikan terhambat sebagai akibatnya, ia dapat dikecualikan dari penerimaan Jasa oleh Direct Travel dan/atau Penyedia Jasa Perjalanan jika Direct Travel dan/atau Penyedia Jasa Perjalanan secara wajar tidak bisa diharapkan untuk mematuhi kewajiban-kewajiban mereka atau untuk melaksanakan Jasa Perjalanan. Semua dan seluruh kerugian yang disebabkan sebagai akibatnya akan menjadi tanggungan Pelanggan dan/atau Wisatawan.</p> <p>4.6 Pelanggan dan/atau Wisatawan berkewajiban untuk mencegah atau membatasi semua kerugian (atau semua kerugian lebih jauh), termasuk namun tidak terbatas pada memberitahukan Direct Travel secepat mungkin tentang keluhan apa pun. Keluhan mengenai sebuah reservasi yang dibuat oleh Direct Travel harus disampaikan kepada Direct Travel dalam kurun waktu 30 hari setelah Jasa berakhir atau, jika perjalanan (transportasi atau akomodasi) atau acara tidak jadi, hingga satu bulan setelah tanggal keberangkatan atau tanggal akomodasi atau tanggal acara yang asli.</p> <p>4.7 Jika Pelanggan gagal memenuhi kewajiban penyediaan Perjanjian dan tidak mampu memulihkan kegagalan tersebut dalam kurun waktu yang sewajarnya setelah menerima pemberitahuan tertulis (yang mengandung keterangan- keterangan kegagalan tersebut), Direct Travel akan berhak untuk menghentikan Perjanjian, Jasa ataupun sebagian darinya, sesuai dengan ketentuan Perjanjian. Jika Pelanggan gagal untuk memulihkan kegagalannya, Direct Travel akan mengirimkan sebuah pemberitahuan tertulis yang mengkonfirmasi penghentian Perjanjian, Jasa ataupun sebagian darinya.</p> <p>4.8 Dalam hal terjadi situasi yang melibatkan peristiwa force majeure, salah satu Pihak berhak untuk</p> |
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| <p>Licensed Technology with other systems without approval, distribute, rent, sublicense, assign, or provide access to third parties. Customer shall not introduce unlawful or harmful content or circumvent security controls. Customer is responsible for protecting access credentials and must notify Direct Travel of any unauthorized access. Direct Travel may conduct reasonable compliance audits on notice.</p> <p>4.11 The Licensed Technology may include links to third-party websites or resources. Direct Travel is not responsible for their availability, accuracy, or content, and the Customer uses such resources at their own risk.</p> <p>Concur: Rights of use include China and Japan.<br/>Conferma: The service is best viewed using IE7/IE8, Chrome, Firefox 3.5, Safari 4, or Opera 10, though earlier browsers (including IE6) remain operational. The Customer must maintain its own agreement with a preferred commercial charge-card provider.</p> <p>4.12 Any updates to the Licensed Technology when available may incur additional charges which will be notified in advance. Nothing in this Agreement automatically entitles the Customer to such updates. Direct Travel will provide support during normal office hours.</p> <p>4.13 The Customer acknowledges that third-party technology providers may process personal data under their own privacy policies. Customer is responsible for ensuring it has a lawful basis to submit or process personal data through the Licensed Technology.</p> <p>4.14 Direct Travel may suspend or terminate access to the Licensed Technology if Customer breaches this Agreement or if use threatens system integrity or security. Upon termination, Customer must cease use and delete all copies.</p> <p>4.15 The Customer shall comply with all applicable export-control, sanctions and trade-compliance laws in connection with its use of the Licensed Technology and shall not export, re-export or allow access to the Licensed Technology in violation of such laws.</p> | <p>mengakhiri Perjanjian, Layanan, atau bagian darinya jika peristiwa force majeure tersebut berlangsung selama lebih dari 14 hari, dengan memberikan pemberitahuan tertulis kepada Pihak lainnya kapan saja.</p> <p><b>Ketentuan Lisensi Perangkat Lunak dan Teknologi Pihak Ketiga</b></p> <p>4.9 Direct Travel memberikan kepada Pelanggan lisensi non-eksklusif, tidak dapat dialihkan, dan dapat dicabut untuk mengakses dan menggunakan Teknologi Berlisensi semata-mata untuk tujuan bisnis internal Pelanggan. Semua hak lain yang tidak diberikan dilindungi undang-undang. Semua hak kekayaan intelektual dalam dan atas Teknologi Berlisensi tetap berada di tangan Direct Travel atau pemberi lisensinya. Tidak ada hak kepemilikan yang dialihkan kepada Pelanggan. Pelanggan tidak boleh menghapus atau mengubah pemberitahuan kepemilikan apa pun.</p> <p>4.10 Pelanggan tidak boleh menyalin, memodifikasi, merekayasa balik, membuat karya turunan, mengintegrasikan Teknologi Berlisensi dengan sistem lain tanpa persetujuan, mendistribusikan, menyewakan, mensublisensikan, mengalihkan, atau memberikan akses kepada pihak ketiga. Pelanggan tidak boleh memasukkan konten yang melanggar hukum atau berbahaya atau menghindari kontrol keamanan. Pelanggan bertanggung jawab untuk melindungi kredensial akses dan harus memberi tahu Direct Travel tentang akses yang tidak sah. Direct Travel dapat melakukan audit kepatuhan yang wajar setelah pemberitahuan.</p> <p>4.11 Teknologi Berlisensi dapat mencakup tautan ke situs web atau sumber daya pihak ketiga. Direct Travel tidak bertanggung jawab atas ketersediaan, keakuratan, atau kontennya, dan Pelanggan menggunakan sumber daya tersebut dengan risiko sendiri.</p> <p>Concur: Hak penggunaan mencakup Tiongkok dan Jepang.<br/>Conferma: Layanan ini paling baik dilihat menggunakan IE7/IE8, Chrome, Firefox 3.5, Safari 4, atau Opera 10, meskipun browser yang lebih lama (termasuk IE6) tetap beroperasi.<br/>Pelanggan harus memiliki perjanjian sendiri dengan penyedia kartu kredit komersial pilihan.</p> <p>4.12 Setiap pembaruan pada Teknologi Berlisensi, jika tersedia, dapat dikenakan biaya tambahan yang akan diberitahukan sebelumnya. Tidak ada dalam Perjanjian ini yang secara otomatis memberi hak kepada Pelanggan untuk mendapatkan pembaruan tersebut. Direct Travel akan memberikan dukungan selama jam kerja normal.</p> <p>4.13 Pelanggan mengakui bahwa penyedia teknologi pihak ketiga dapat memproses data pribadi berdasarkan kebijakan privasi mereka sendiri. Pelanggan bertanggung jawab untuk memastikan</p> |
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| <p><b>5. PRICING AND PAYMENT</b></p> <p>5.1 All prices listed in the Fee Schedule are in the currency set out in the fee card, unless otherwise stated and are quoted excluding VAT.</p> <p>5.2 Payment terms are as set out in the Fee Schedule. Time is of the essence for payment.</p> <p>5.3 Any dispute with respect to any amounts charged by Direct Travel to the Customer must be submitted by the Customer to Direct Travel in writing within 14 days of the date of the Order Confirmation, including a substantiation of the dispute. The purchase evidenced by the Order Confirmation will be binding if the dispute is not so submitted within that time period.</p> <p>5.4 Time shall be of the essence with regard to payment to Direct Travel under this Agreement.</p> <p>5.5 Without prejudice to any other rights to which it may be entitled, if any sum due and payable under this Agreement is not paid by the Customer by the due date, Direct Travel shall charge interest on the overdue amount at 3% per month and compound calculation to be applied.</p> <p>5.6 Direct Travel has certain agreements in place with Travel Service Providers/travel intermediaries, under which Direct Travel is entitled to compensation and/or other benefits. Such compensations/benefits are for the sole benefit of Direct Travel.</p> <p>5.7 Where Direct Travel is charged a merchant fee by banks in instances where the Customer's lodged credit card is presented for payment by Direct Travel, these merchant fees will be passed on to the Customer.</p> | <p>bahwa mereka memiliki dasar hukum untuk mengirimkan atau memproses data pribadi melalui Teknologi Berlisensi.</p> <p>4.14 Direct Travel dapat menangguhkan atau mengakhiri akses ke Teknologi Berlisensi jika Pelanggan melanggar Perjanjian ini atau jika penggunaan mengancam integritas atau keamanan sistem. Setelah penghentian, Pelanggan harus menghentikan penggunaan dan menghapus semua salinan.</p> <p>4.15 Pelanggan wajib mematuhi semua hukum pengendalian ekspor, sanksi, dan kepatuhan perdagangan yang berlaku sehubungan dengan penggunaan Teknologi Berlisensi dan tidak boleh mengekspor, mengekspor ulang, atau mengizinkan akses ke Teknologi Berlisensi yang melanggar hukum tersebut.</p> <p><b>5. HARGA DAN PEMBAYARAN</b></p> <p>5.1 Semua harga yang tercantum dalam Daftar Biaya dalam mata uang yang ditetapkan dalam kartu biaya, kecuali jika sebaliknya dinyatakan dan dikutip tidak termasuk VAT.</p> <p>5.2 Ketentuan pembayaran adalah sebagaimana disebutkan di dalam Jadwal Biaya. Waktu merupakan esensi untuk pembayaran.</p> <p>5.3 Setiap perselisihan sehubungan dengan jumlah apa pun yang dibebankan oleh Direct Travel kepada Pelanggan harus disampaikan oleh Pelanggan kepada Direct Travel secara tertulis dalam waktu 14 hari sejak tanggal Konfirmasi Pesanan, termasuk pembuktian perselisihan. Pembelian yang dibuktikan dengan Konfirmasi Pesanan akan mengikat jika perselisihan tidak diajukan dalam jangka waktu tersebut. Waktu merupakan esensi dalam hal pembayaran kepada Direct Travel di bawah Perjanjian ini.</p> <p>5.4 Waktu akan menjadi esensi sehubungan dengan pembayaran kepada Direct Travel berdasarkan Perjanjian ini.</p> <p>5.5 Tanpa mengurangi hak-hak lain yang mungkin dimilikinya, jika ada jumlah yang jatuh tempo dan harus dibayarkan di bawah Perjanjian ini tidak dibayarkan oleh Pelanggan pada tanggal jatuh tempo, Direct Travel akan membebankan bunga bulanan pada tingkat 5% di atas Tingkat Antar Bank yang berlaku di negara yang mengangkat faktur.</p> <p>5.6 Direct Travel mempunyai perjanjian-perjanjian tertentu dengan Penyedia Jasa Perjalanan/perantara perjalanan, yang memberikan hak kepada Direct Travel atas kompensasi dan/atau manfaat lainnya. Kompensasi/manfaat sedemikian tersebut adalah semata-mata untuk keuntungan Direct Travel.</p> <p>5.7 Jika Direct Travel dikenakan biaya merchant oleh bank dalam kasus di mana kartu kredit yang diajukan Pelanggan ditunjukkan untuk pembayaran</p> |
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| <p><b>6. CONFIRMATION AND DELIVERY</b></p> <p>6.1 Once an Order for Travel Services is confirmed and payment is completed, the Customer and, as the case may be, the Traveller, will receive a confirmation email providing the Customer and the Traveller with a confirmation number (the "Order Confirmation"). The Customer and the Traveller must keep the Order Confirmation.</p> <p>6.2 The Customer will provide Direct Travel in a timely manner with the information required (including any further information required) regarding itself and any other Traveller.</p> <p>6.3 The Customer and the Traveller shall be responsible for verifying that all of the information contained in an Order Confirmation correctly reflects the Travel Services purchased. If any of the information contained in an Order Confirmation is incorrect, the Customer or the Traveller must contact Direct Travel on the same day on which the booking is made in order to have it corrected.</p> <p>6.4 The Customer hereby agrees that Direct Travel will be entitled to provide the information regarding the Customer and/or any Traveller, including, without limitation, any personal data to such Travel Service Providers and Direct Travel group office(s), as may be required in performance of the Services. The Customer warrants to Direct Travel that all Travellers have given the Customer the requisite authorizations to transfer such information to Direct Travel, the Customer hereby indemnifying Direct Travel in respect of any claims brought by any Traveller in respect of any such transfer or holding of, or dealings with, any such information. If the Customer does not wish to permit such information to be provided or is in default in this respect, Direct Travel will not be liable for any delays and/or other damage caused by the inability to inform the Travellers in a timely manner by or on behalf of Direct Travel.</p> <p>6.5 Electronic tickets will be delivered by means of e-mail. For other travel documents issued by Travel Service Providers, delivery or pick-up arrangements will be made between the Customer and Direct Travel. If the Customer elects to have any documents delivered by courier, applicable courier charges will be payable by the Customer. The Customer and the Traveller are responsible and liable for compliance with the applicable Travel Service Provider pick-up conditions.</p> | <p>oleh Direct Travel, biaya merchant ini akan diteruskan kepada Pelanggan.</p> <p><b>6. KONFIRMASI DAN PENGIRIMAN</b></p> <p>6.1 Setelah Pesanan untuk Layanan Perjalanan dikonfirmasi dan pembayaran selesai, Pelanggan dan, sesuai keadaan, Pelancong, akan menerima email konfirmasi yang memberikan nomor konfirmasi kepada Pelanggan dan Wisatawan ("Konfirmasi Pesanan"). Pelanggan dan Wisatawan harus menyimpan Konfirmasi Pesanan.</p> <p>6.2 Pelanggan akan memberikan kepada Direct Travel secara tepat waktu informasi yang dibutuhkan (termasuk informasi lebih jauh yang dibutuhkan) mengenai dirinya atau mengenai Wisatawan lainnya.</p> <p>6.3 Pelanggan dan Wisatawan bertanggung jawab untuk memverifikasi bahwa semua informasi yang terkandung dalam Konfirmasi Pesanan mencerminkan Layanan Perjalanan yang dibeli dengan benar. Jika ada informasi yang terkandung dalam Konfirmasi Pesanan yang salah, Pelanggan atau Pelancong harus menghubungi Direct Travel pada hari yang sama ketika pemesanan dilakukan untuk memperbaikinya.</p> <p>6.4 Pelanggan dengan ini menyetujui bahwa Direct Travel akan berhak untuk memberikan informasi mengenai dirinya dan Wisatawan lainnya, termasuk, tanpa terbatas pada, nomor telepon genggam dan alamat e-mail, kepada Penyedia Jasa Perjalanan. Pelanggan menjamin kepada Direct Travel bahwa semua Wisatawan telah memberi kepada Pelanggan wewenang untuk mentransfer informasi sedemikian tersebut kepada Direct Travel, Pelanggan dengan ini menanggung ganti rugi Direct Travel sehubungan dengan semua tuntutan yang diajukan oleh Wisatawan sehubungan dengan transfer atau penyimpanan, atau penanganan, semua informasi sedemikian tersebut. Jika Pelanggan tidak berkeinginan untuk mengizinkan informasi sedemikian tersebut untuk diberikan atau gagal memenuhi kewajibannya dalam hal ini, Direct Travel tidak akan berkewajiban atas semua penundaan dan/atau kerugian lainnya yang disebabkan oleh ketidakmampuan untuk menginformasikan Wisatawan secara tepat waktu oleh atau atas nama Direct Travel.</p> <p>6.5 Tiket elektronik akan dikirimkan melalui e-mail. Untuk dokumen-dokumen perjalanan lainnya yang diterbitkan oleh Penyedia Jasa Perjalanan, pengaturan pengiriman atau pengambilan dapat dilakukan antara Pelanggan dan Direct Travel. Jika Pelanggan memilih agar dokumen dikirimkan melalui kurir, biaya kurir yang berlaku akan harus dibayarkan oleh Pelanggan. Pelanggan dan Wisatawan bertanggung jawab dan berkewajiban untuk mematuhi syarat-syarat pengambilan yang berlaku dari Penyedia Jasa Perjalanan.</p> |
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| <p><b>7. CUSTOMER RESPONSIBILITIES AND DOCUMENTATION</b></p> <p>7.1 It is the responsibility of the Customer to ensure that he or she and the other Travellers have the appropriate documentation in their possession (such as current and valid passports, visas and identification cards) before travel, and that they satisfy all other applicable requirements (such as vaccinations), to gain entry to the chosen destination. The Customer acknowledges having had the opportunity to review the applicable documentation and other requirements prior to completing the purchase of Travel Services.</p> <p>7.2 Air travel to other countries is governed by various conventions and agreements between Indonesia and other governments, which are incorporated into the Travel Agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <p><b>7. TANGGUNG JAWAB DAN DOKUMENTASI PELANGGAN</b></p> <p>7.1 Merupakan tanggung jawab Pelanggan untuk memastikan bahwa dia dan Pelancong lainnya memiliki dokumentasi yang sesuai (seperti paspor, visa, dan kartu identitas yang masih berlaku dan masih berlaku) sebelum perjalanan, dan bahwa mereka memenuhi semua persyaratan lain yang berlaku (seperti vaksinasi), untuk masuk ke tujuan yang dipilih. Pelanggan mengakui telah memiliki kesempatan untuk meninjau dokumentasi yang berlaku dan persyaratan lainnya sebelum menyelesaikan pembelian Layanan Perjalanan.</p> <p>7.2 Perjalanan udara ke negara-negara lain diatur oleh berbagai konvensi dan perjanjian antara Indonesia dan pemerintah- pemerintah negara lain, yang dimasukkan ke dalam Perjanjian Perjalanan.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p><b>8. INSURANCE</b></p> <p>8.1 Direct Travel recommends the purchase by the Customer and any Traveller, at their own costs, of general travel insurance to cover trip cancellation or interruption, medical care and injuries, death, and loss of, or damage to, baggage.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p><b>8. ASURANSI</b></p> <p>8.1 Direct Travel merekomendasikan Pelanggan dan semua Wisatawan untuk membeli, atas biaya mereka sendiri, asuransi perjalanan umum untuk melindungi terhadap pembatalan atau interupsi perjalanan, perawatan medis dan cedera, kematian, dan kehilangan, atau kerusakan, bagasi.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <p><b>9. AMENDMENTS, CANCELLATION AND CHANGES</b></p> <p>9.1 If either party wishes to change or cancel the scope or performance of the Services detailed in an Order Confirmation, it shall submit details of the requested change to the other party in writing. Direct Travel shall, within a reasonable time after such request, provide a written estimate to the Customer of:</p> <p>9.1.1 any necessary variations to the fees and other charges for the Travel Services and Services arising from the change;</p> <p>9.1.2 the likely effect of the change on the Travel Services and Services; and</p> <p>9.1.3 any other impact the change might have on the performance of the Agreement.</p> <p>9.2 Promptly after receipt of the written estimate, the Customer shall advise Direct Travel if it wishes to proceed with such change or cancellation.</p> <p>9.3 If the Customer wishes to cancel a Travel Agreement in whole or part, the Direct Travel fees as set out in the Fee Schedule shall apply to both the original booking fee as well as any corresponding cancellation fee.</p> <p>9.4 In the event that the Travel Service Provider makes changes to, or terminates a Travel Agreement, Direct Travel shall not be liable to the Customer and the Customer agrees to pay any associated costs of the Travel Service Provider relating to the change/termination.</p> | <p><b>9. AMANDEMEN, PEMBATALAN DAN PERUBAHAN</b></p> <p>9.1 Jika salah satu pihak berkeinginan untuk mengubah atau membatalkan lingkup atau pelaksanaan Jasa yang dijelaskan di dalam Konfirmasi Pesanan, maka pihak tersebut harus menyampaikan keterangan perubahan yang diminta kepada pihak lainnya secara tertulis. Direct Travel akan, dalam kurun waktu yang sewajarnya setelah permintaan sedemikian tersebut, memberikan estimasi tertulis kepada Pelanggan tentang:</p> <p>9.1.1 semua variasi pada biaya dan ongkos lainnya untuk Jasa Perjalanan dan Jasa yang muncul akibat perubahan;</p> <p>9.1.2 kemungkinan dampak dari perubahan pada Jasa Perjalanan dan Jasa; serta</p> <p>9.1.3 semua dampak perubahan yang mungkin terjadi pada pelaksanaan Perjanjian.</p> <p>9.2 Dengan segera setelah menerima estimasi tertulis, Pelanggan harus memberitahu Direct Travel jika berkeinginan untuk melanjutkan dengan perubahan atau pembatalan sedemikian tersebut.</p> <p>9.3 Jika Pelanggan berkeinginan untuk membatalkan suatu Perjanjian Perjalanan secara seluruhnya atau sebagian, biaya Direct Travel sebagaimana disebutkan di dalam Jadwal Biaya akan berlaku, baik biaya pemesanan asli maupun biaya pembatalannya.</p> <p>9.4 Dalam hal Penyedia Jasa Perjalanan membuat perubahan pada, atau menghentikan suatu Perjanjian Perjalanan, Direct Travel tidak akan berkewajiban kepada Pelanggan dan Pelanggan menyetujui untuk membayar biaya-biaya terkait dari</p> |

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| <p><b>10. PRIVACY AND COMMUNICATION</b></p> <p>10.1 Direct Travel agrees that it shall comply with applicable data protection laws and regulations including the Indonesia Law No.27 of 2022 on Protection of Personal Data any revisions thereof (referred to as <b>“Data Protection Legislation”</b>) concerning the processing of personal data that the Customer provides to Direct Travel and will only use and process Personal Data (as defined in the Data Protection Legislation) for the purposes of performing the Services. Direct Travel agrees that it will not use Personal Data provided by the Customer for any other reason.</p> <p>10.2 Direct Travel agrees that it will at all times process Personal Data in full compliance with the rights of data subjects under Data Protection Legislation and will provide suitable mechanisms for data subjects to exercise their rights as determined in such Data Protection Legislation.</p> <p>10.3 Depending on the nature of the processing activity, Direct Travel may act as: (a) Processor, where it processes personal data on behalf of Customer in connection with the booking and management of Travel Services; and/or (b) Independent Controller, where it processes personal data for its own legitimate purposes, including fraud prevention, sanctions screening, regulatory compliance, service security, or operational analytics.</p> <p>10.4 Direct Travel confirms that it will take appropriate technical and organizational measures against unauthorized or unlawful processing of Personal Data provided by the Customer and against accidental loss or destruction of or damage to Personal Data and will only process such Personal Data in accordance with this Agreement and in accordance with the Customer's instructions. For the avoidance of doubt, the Parties acknowledge that it may be necessary for Direct Travel to divulge certain Personal Data of passengers for whom travel arrangements are booked for the purposes of protecting aviation safety under the terms, amongst other legal requirements, of the Advanced Passenger Information System. Direct Travel may therefore have to transfer Personal Data outside Indonesia to be able to complete the passenger booking and the requirements of this Agreement.</p> <p>10.5 The Customer warrants and represents that they shall comply in all respects with their obligations as Data Controller pursuant to Data Protection Legislation, including but not limited to having obtained the appropriate consents from the data subjects to provide Direct Travel with the Personal Data.</p> <p>10.6 Direct Travel may use data derived from the provision of the Services, including de-identified</p> | <p>Penyedia Jasa Perjalanan yang berkaitan dengan perubahan/penghentian.</p> <p><b>10. PRIVASI DAN KOMUNIKASI</b></p> <p>10.1 Direct Travel menyetujui bahwa Direct Travel harus mematuhi ketentuan- ketentuan peraturan yang dikeluarkan oleh Menteri Komunikasi &amp; Informasi pada tanggal 1 Desember 2016. Peraturan no. 20 tahun 2016 tentang Perlindungan Data Pribadi dalam Sistem Elektronik (Peraturan 20/2016) dan Peraturan PDP dan Peraturan Perlindungan Data Umum (peraturan EU 2016/679); semua legislasi perlindungan data di negara-negara di mana Direct Travel beroperasi; serta Peraturan Komunikasi Elektronik (Arahan KE) tahun 2003 serta semua revisinya (secara kolektif dirujuk sebagai <b>“Legislasi Perlindungan Data”</b>) tentang pemrosesan data yang diberikan Pelanggan kepada Direct Travel dan hanya akan menggunakan dan memproses Data Pribadi (sebagaimana didefinisikan di dalam Legislasi Perlindungan Data) untuk tujuan pelaksanaan Jasa. Direct Travel menyetujui bahwa Direct Travel tidak akan menggunakan Data Pribadi yang diberikan oleh Pelanggan untuk alasan lain apa pun.</p> <p>10.2 Direct Travel menyetujui bahwa Direct Travel akan selalu memproses Data Pribadi dengan sepenuhnya mematuhi hak-hak subyek data di bawah Legislasi Perlindungan Data, dan akan menyediakan mekanisma yang sesuai bagi subyek data untuk menggunakan hak mereka sebagaimana ditetapkan di dalam Legislasi Perlindungan Data.</p> <p>10.3 Tergantung pada sifat aktivitas pemrosesan, Direct Travel dapat bertindak sebagai: (a) Pemroses, jika memproses data pribadi atas nama Pelanggan sehubungan dengan pemesanan dan pengelolaan Layanan Perjalanan; dan/atau (b) Pengendali Independen, jika memproses data pribadi untuk tujuan sah sendiri, termasuk pencegahan penipuan, penyaringan sanksi, kepatuhan terhadap peraturan, keamanan layanan, atau analisis operasional.</p> <p>10.4 Direct Travel mengkonfirmasi bahwa Direct Travel akan mengambil langkah- langkah teknis dan organisasi yang tepat terhadap pemrosesan tanpa izin atau melanggar hukum atas Data Pribadi yang diberikan oleh Pelanggan dan terhadap kehilangan atau kehancuran atau kerusakan tidak disengaja akan Data Pribadi dan hanya akan memproses Data Pribadi sedemikian tersebut sesuai dengan Perjanjian ini dan sesuai dengan instruksi Pelanggan. Untuk menghindari keraguan, Para Pihak mengakui bahwa mungkin diperlukan oleh Direct Travel untuk menyingkapkan Data Pribadi tertentu penumpang untuk tujuan melindungi keselamatan pesawat di bawah ketentuan- ketentuan, di antara persyaratan hukum lainnya, Sistem Informasi Penumpang di Awal. Oleh sebab</p> |
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and aggregated data, to operate, maintain, develop and improve its services, reporting, analytics, automation and security processes. Direct Travel may also use industry-standard tools and technologies (including AI-assisted tools) to support the delivery and improvement of the Services, provided that appropriate technical and organisational measures are implemented to protect Customer's Confidential Information. Identifiable Customer Data shall not be used to train machine learning models made generally available to third parties outside the Direct Travel's services without the Customer's prior written consent.

## 11. CONFIDENTIAL INFORMATION

- 11.1 All non-public, confidential or proprietary information of either Party, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "**Confidential Information**"), disclosed by either Party to the other or any Traveller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services is confidential, and shall not be disclosed or copied by the other Party without the prior written consent of the discloser. Confidential Information does not include information that is: (i) in the public domain; (ii) known to the other Party at the time of disclosure; or (iii) rightfully obtained by receiving Party on a non-confidential basis from a third party.
- 11.2 The Customer and the Traveller agree to use the Confidential Information only to make use of the Services.
- 11.3 Each Party shall be entitled to seek injunctive relief for any violation of this Clause.

itu, Direct Travel mungkin harus mentransfer Data Pribadi ke luar Eropa untuk dapat melengkapi pemesanan penumpang serta persyaratan Perjanjian ini

- 10.5 Pelanggan menjamin dan merepresentasikan bahwa mereka akan mematuhi dalam segala hal kewajiban mereka sebagai Pengontrol Data sesuai dengan Legislasi Perlindungan Data, termasuk namun tidak terbatas pada telah memperoleh izin yang tepat dari subyek data untuk memberikan Data Pribadi kepada Direct Travel.
- 10.6 Direct Travel dapat menggunakan data yang diperoleh dari penyediaan Layanan, termasuk data yang telah dianonimkan dan diagregasi, untuk mengoperasikan, memelihara, mengembangkan, dan meningkatkan layanan, pelaporan, analitik, otomatisasi, dan proses keamanannya. Direct Travel juga dapat menggunakan alat dan teknologi standar industri (termasuk alat yang dibantu AI) untuk mendukung penyampaian dan peningkatan Layanan, dengan ketentuan bahwa langkah-langkah teknis dan organisasi yang tepat diterapkan untuk melindungi Informasi Rahasia Pelanggan. Data Pelanggan yang dapat diidentifikasi tidak boleh digunakan untuk melatih model pembelajaran mesin yang tersedia secara umum untuk pihak ketiga di luar layanan Direct Travel tanpa persetujuan tertulis sebelumnya dari Pelanggan.

## 11. INFORMASI RAHASIA

- 11.1 Semua informasi non-publik, rahasia, atau hak milik dari salah satu Pihak, termasuk, tetapi tidak terbatas pada, rahasia dagang, teknologi, informasi yang berkaitan dengan operasi dan strategi bisnis, dan informasi yang berkaitan dengan pelanggan, penetapan harga, dan pemasaran (secara kolektif, "**Informasi Rahasia**"), yang diungkapkan oleh salah satu Pihak kepada Pihak lain atau kepada Pelancong mana pun, baik diungkapkan secara lisan atau diungkapkan atau diakses dalam bentuk tertulis, elektronik, atau media lain, dan terlepas dari apakah ditandai, ditetapkan, atau diidentifikasi sebagai "rahasia," sehubungan dengan penyediaan Layanan adalah rahasia, dan tidak boleh diungkapkan atau disalin oleh Pihak lain tanpa persetujuan tertulis sebelumnya dari pihak yang mengungkapkan. Informasi Rahasia tidak termasuk informasi yang: (i) berada di domain publik; (ii) diketahui oleh Pihak lain pada saat pengungkapan; atau (iii) diperoleh secara sah oleh Pihak penerima secara non-rahasia dari pihak ketiga.
- 11.2 Pelanggan dan Pelancong setuju untuk menggunakan Informasi Rahasia hanya untuk menggunakan Layanan.
- 11.3 Setiap Pihak berhak untuk meminta perintah pengadilan atas setiap pelanggaran Klausul ini.

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| <p><b>12. LIMITATION OF LIABILITY</b></p> <p>12.1 IN NO EVENT SHALL DIRECT TRAVEL BE LIABLE TO THE CUSTOMER OR A TRAVELLER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION INVALUE, ORFOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.</p> <p>12.2 IN NO EVENT SHALL DIRECT TRAVEL'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO EACH ORDER CONFIRMATION, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TRANSACTION FEES PAID TO DIRECT TRAVEL FOR THE PARTICULAR SERVICE GIVING RISE TO THE CLAIM.</p> <p>12.3 The limitation of liability set forth above shall not apply to (i) liability resulting from Direct Travel gross negligence or wilful misconduct; (ii) death or bodily injury resulting from Direct Travel negligent acts or omissions; and (iii) any other liability which cannot be excluded at law.</p> <p>12.4 Except as expressly set out in this Agreement, the Services and Licensed Technology are provided on an 'as is' and 'with all faults basis' and Direct Travel and its licensors expressly disclaim all other warranties of non-infringement, merchantability, satisfactory quality, accuracy and fitness for purpose. No oral or written advice or information provided by Direct Travel, its agents, employees of third-party providers shall create a warranty and the Customer shall not be entitled to rely on any such advice or information. This disclaimer of warranties is an essential condition of the Agreement.</p> <p>12.5 Direct Travel shall have no liability to the Customer for the insolvency of, the acts or omissions of any Travel Service Provider arising out of or in connection with any Travel Agreement entered between a Travel Service Provider and a Customer, including but not limited to errors or bias in reservations, fares, or other information provided by any automated reservation system of the Travel Service Provider. In respect of all Travel Services, the terms and conditions contained in the Travel Service Agreement shall apply.</p> <p>12.6 Customer shall indemnify Direct Travel for losses arising from misuse of the Licensed Technology or Customer's breach of the rights of use granted pursuant to clause 4.</p> | <p><b>12. PEMBATASAN PERTANGGUNGAN JAWAB</b></p> <p>12.1 DALAM KEADAAN APA PUN DIRECT TRAVEL TIDAK BERTANGGUNG JAWAB KEPADA PELANGGAN ATAU PELANCONG ATAU PIHAK KETIGA MANA PUN ATAS HILANGNYA PENGGUNAAN, PENDAPATAN ATAU KEUNTUNGAN ATAU KEHILANGAN DATA ATAU PENURUNAN NILAI, ATAU UNTUK KERUSAKAN KONSEKUENSIAL, INSIDENTAL, TIDAK LANGSUNG, TELADAN, KHUSUS ATAU HUKUMAN BAIK YANG TIMBUL DARI PELANGGARAN KONTRAK, KESALAHAN (TERMASUK KELALAIAN) ATAU LAINNYA, TERLEPAS DARI APAKAH KERUSAKAN TERSEBUT DAPAT DIPERKIRAKAN DAN APAKAH PIHAK TERSEBUT TELAH DIBERITAHU TENTANG KEMUNGKINAN KERUSAKAN TERSEBUT ATAU TIDAK, DAN TERLEPAS DARI KEGAGALAN PEMULIHAN YANG DISEPAKATI ATAU LAINNYA DARI TUJUAN UTAMANYA. KARENA PELANGGARAN KONTRAK, KESALAHAN (TERMASUK KETELEDORAN) ATAU SEBALIKNYA, TANPA MEMANDANG APAKAH KERUGIAN SEDEMIKIAN TERSEBUT TELAH DAPAT DIPERKIRAKAN SEBELUMNYA DAN APAKAH PIHAK YANG DEMIKIAN TERSEBUT TELAH DINASIHATKAN TENTANG KEMUNGKINAN AKAN KERUGIAN SEDEMIKIAN TERSEBUT ATAU TIDAK, DAN TERLEPAS DARI KEGAGALAN JALAN PERBAIKAN APA PUN YANG DISETUJUI ATAU LAINNYA DALAM MEMENUHI TUJUANNYA.</p> <p>12.2 TIDAK SEWAKTU-WAKTU PERTANGGUNGAN JAWAB AGREGAT DIRECT TRAVEL YANG MUNCUL KARENA ATAU TERKAIT DENGAN KONFIRMASI PESANAN, BAIK YANG MUNCUL KARENA ATAU TERKAIT DENGAN PELANGGARAN KONTRAK, KESALAHAN (TERMASUK KETELEDORAN) ATAU SEBALIKNYA, AKAN MELEBIHI BIAYA TRANSAKSI YANG DIBAYARKAN KEPADA DIRECT TRAVEL UNTUK JASA TERTENTU YANG MENYEBABKAN ADANYA KLAIM.</p> <p>12.3 Pembatasan pertanggungan jawab yang dijelaskan di atas tidak akan berlaku pada (i) pertanggungan jawab sebagai akibat dari keteledoran besar atau tindakan tidak senonoh disengaja Direct Travel; (ii) kematian atau cedera badan sebagai akibat dari tindak keteledoran atau kelalaian Direct Travel; dan (iii) semua pertanggungan jawab lainnya yang tidak dapat dikecualikan secara hukum.</p> <p>12.4 Kecuali secara tegas dipaparkan di dalam Perjanjian ini, Jasa dan Teknologi Berlisensi, disediakan atas dasar 'sebagaimana adanya' dan 'dengan segala kekurangannya' dan Direct Travel beserta para pemberi lisensinya secara tegas melepaskan seluruh jaminan lain atas non pelanggaran, kelayakan untuk diperdagangkan, kualitas memuaskan, akurasi dan kecocokan untuk tujuan. Tidak satu pun nasihat atau informasi berupa lisan maupun tulisan yang diberikan oleh Direct Travel, para agennya, para pegawai penyedia</p> |
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| <p><b>13. COMPLIANCE WITH LAWS</b></p> <p>13.1 Each Party shall comply with all applicable laws and regulations in connection with this Agreement, including anti-bribery, anti-corruption, anti-money laundering, export control, sanctions and tax evasion prevention laws (including, where applicable, the UK Criminal Finances Act 2017).</p> <p>13.2 Direct Travel undertakes to comply with the terms of the Criminal Finances Act 2017 and conduct its business in a manner that is consistent with all applicable laws and regulations.</p> <p>13.3 Customer represents that neither it nor its Travellers are subject to applicable sanctions restrictions and that it shall not use the Services or Licensed Technology in violation of export control or sanctions laws.</p> <p>13.4 Direct Travel may refuse, suspend or terminate the provision of Services where reasonably necessary to comply with applicable sanctions, export control, anti-money laundering, anti-bribery laws or governmental security requirements. Such action shall not constitute a breach of this Agreement.</p> <p>13.5 Customer shall provide information reasonably requested to enable Direct Travel to comply with applicable laws. Each Party shall promptly notify the other of any circumstance that materially affects its ability to perform this Agreement in compliance with applicable laws</p> | <p>pihak ketiga akan menciptakan sebuah jaminan dan Pelanggan tidak akan berhak untuk mengandalkan nasihat atau informasi sedemikian tersebut. Penafian jaminan ini merupakan sebuah syarat yang hakiki dari Perjanjian.</p> <p>12.5 Direct Travel tidak bertanggung jawab kepada Pelanggan atas kebangkrutan, tindakan atau kelalaian Penyedia Layanan Perjalanan yang timbul dari atau sehubungan dengan Perjanjian Perjalanan yang dibuat antara Penyedia Layanan Perjalanan dan Pelanggan, termasuk namun tidak terbatas pada kesalahan atau bias dalam reservasi, tarif, atau informasi lain yang diberikan oleh sistem reservasi otomatis Penyedia Layanan Perjalanan. Sehubungan dengan semua Layanan Perjalanan, syarat dan ketentuan yang tercantum dalam Perjanjian Layanan Perjalanan akan berlaku.</p> <p>12.6 Pelanggan wajib memberikan ganti rugi kepada Direct Travel atas setiap kerugian yang timbul akibat penyalahgunaan Teknologi Berlisensi atau pelanggaran oleh Pelanggan terhadap hak penggunaan yang diberikan berdasarkan Klausula 4.</p> <p><b>13. KEPATUHAN TERHADAP HUKUM</b></p> <p>13.1 Setiap Pihak harus mematuhi semua hukum dan peraturan yang berlaku sehubungan dengan Perjanjian ini, termasuk hukum anti-penyuapan, anti-korupsi, anti-pencucian uang, pengendalian ekspor, sanksi, dan pencegahan penggelapan pajak (termasuk, jika berlaku, UK Criminal Finances Act 2017)</p> <p>13.2 Direct Travel berkomitmen untuk mematuhi ketentuan Criminal Finances Act 2017 dan menjalankan kegiatan usahanya sesuai dengan seluruh hukum dan peraturan perundang-undangan yang berlaku.</p> <p>13.3 Pelanggan menyatakan dan menjamin bahwa baik Pelanggan maupun para Pelanggannya (Travellers) tidak dikenakan pembatasan sanksi yang berlaku, serta tidak akan menggunakan Layanan atau Teknologi Berlisensi dengan cara yang melanggar hukum pengendalian ekspor atau hukum sanksi yang berlaku.</p> <p>13.4 Direct Travel berhak untuk menolak, menangguhkan, atau mengakhiri penyediaan Layanan apabila secara wajar diperlukan untuk mematuhi hukum sanksi, pengendalian ekspor, anti-pencucian uang, anti-penyuapan, atau persyaratan keamanan pemerintah yang berlaku. Tindakan tersebut tidak akan dianggap sebagai pelanggaran terhadap Perjanjian ini.</p> <p>13.5 Pelanggan wajib memberikan informasi yang secara wajar diminta untuk memungkinkan Direct Travel mematuhi hukum yang berlaku. Masing-masing Pihak wajib segera memberitahukan Pihak lainnya atas setiap keadaan yang secara material mempengaruhi kemampuannya untuk melaksanakan Perjanjian ini sesuai dengan hukum</p> |
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**14. MISCELLANEOUS**

- 14.1 Direct Travel reserves the right to alter or amend these Terms and Conditions at any time by written notice to the Customer.
- 14.2 If any term or provision of the Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 14.3 A person who is not a party to this Agreement has no right to enforce any of its terms.
- 14.4 Provisions of the Agreement which by their nature should apply beyond their terms, will remain in force after any termination or expiration of these Terms and Conditions including, but not limited to, the following provisions: Confidential Information, Governing Law and Submission to Jurisdiction.
- 14.5 The Customer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Direct Travel. Any purported assignment or delegation in violation of this Clause is null and void. No assignment or delegation relieves the Customer of any of its obligations under the Agreement.
- 14.6 These Terms and Conditions are solely for the benefit of the Customer and Direct Travel. It is not for the benefit of any other person, except for permitted successors and assigns.
- 14.7 The Agreement comprises the entire agreement between the Parties, and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral in relation to the subject matter of the Agreement.

**15. GOVERNING LAW AND SUBMISSION TO JURISDICTION**

- 15.1 All matters arising out of or relating to the Agreement are governed by, and construed in accordance with, the laws of Indonesia.
- 15.2 The parties agree that any legal suit, action or proceeding arising out of or relating to the Agreement shall be instituted in the courts of Indonesian District Court (Central Jakarta District Court), and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

yang berlaku.

**14. ANEKA RAGAM**

- 14.1 Direct Travel berhak untuk mengubah atau mengubah Syarat dan Ketentuan ini kapan saja dengan pemberitahuan tertulis kepada Pelanggan.
- 14.2 wilayah hukum mana pun, maka ketidak sah an, ilegalitas serta ketidakdapatditegakkan sedemikian tersebut tidak akan mempengaruhi ketentuan atau ketetapan lain Perjanjian atau menjadikan ketentuan atau ketetapan sedemikian tersebut tidak sah dan tidak dapat ditegakkan di wilayah hukum lainnya.
- 14.3 Oknum yang bukan merupakan suatu pihak di dalam Perjanjian ini tidak mempunyai hak apa pun untuk menegakkan semua ketentuannya.
- 14.4 Ketetapan-ketetapan Perjanjian yang secara sifatnya semestinya berlaku di luar ketentuannya, akan tetap tegak setelah penghentian atau kadaluwarsanya Syarat dan Ketentuan ini termasuk, namun tidak terbatas pada, ketetapan-ketetapan sebagai berikut: Informasi Rahasia, Hukum Pemerintah serta Kepatuhan pada Yurisdiksi.
- 14.5 Pelanggan tidak boleh menugaskan haknya atau mendelegasikan kewajibannya di bawah Perjanjian ini tanpa izin tertulis sebelumnya dari Direct Travel. Semua penugasan atau delegasi yang dimaksudkan yang melanggar Klausula ini bersifat batal demi hukum. Tidak satu pun penugasan atau delegasi yang membebaskan Pelanggan dari kewajibannya di dbawah Perjanjian ini.
- 14.6 Syarat dan Ketentuan ini adalah semata-mata untuk keuntungan Pelanggan dan Direct Travel. Ini bukanlah untuk keuntungan oknum lain, kecuali untuk penerus dan oknum yang ditugaskan yang diizinkan.
- 14.7 Perjanjian meliputi seluruh persetujuan antara Para Pihak, dan menggantikan semua pemahaman, perjanjian, perundingan, representasi dan jaminan, serta komunikasi yang ada dalam waktu yang sama, baik secara tertulis dan lisan terakik dengan pokok Perjanjian.

**15. HUKUM PEMERINTAH DAN KEPATUHAN PADA YURISDIKSI**

- 15.1 Semua hal yang muncul karena atau terkait dengan Perjanjian diatur oleh, serta ditafsirkan sesuai dengan, hukum di Indonesia.
- 15.2 Semua hal yang timbul dari atau terkait dengan Perjanjian diatur oleh, dan ditafsirkan sesuai dengan, hukum Indonesia. Para pihak setuju bahwa setiap gugatan hukum, tindakan atau proses yang timbul dari atau terkait dengan Perjanjian akan dilembagakan di pengadilan Pengadilan Negeri Indonesia (Pengadilan Negeri Jakarta Pusat), dan masing-masing pihak secara tidak dapat ditarik

In the event of any inconsistencies between the Bahasa and English translation, the English language shall prevail.

kembali tunduk pada yurisdiksi eksklusif pengadilan tersebut dalam gugatan, tindakan atau proses tersebut.

Jika ada ketidakkonsistenan antara terjemahan bahasa Indonesia dan bahasa Inggris, bahasa Inggris yang akan berlaku.