



# TERMS & CONDITIONS

## Definitions

- "Embassy/Consulate" refers to the Embassy and/or Consulate General of Malaysia.
- "Visa Malaysia" refers to the entity appointed by the Malaysian Government to provide and maintain eVISA system, IT Infrastructure and support services relating to the eVISA application to Malaysia according to the working procedures set by the Embassy/Consulates.
- "Applicant(s)" refers to any individual submitting Malaysia eVISA application to the Embassy / Consulate.
- "Visa fee" refers to the visa fees payable to the High Commission/Consulates, which will be accepted and collected by the VisaMalaysia at the rate prescribed by the Fees (Passport and Visas) Order 1967.
- "eVISA Processing fee" refers to the processing fee charged for visa processing system to process. Extended Services fee are not included in the processing fee.
- "Extended service" refers to services other than the basic service that provide convenience to applicant.
- "Confirmation slip" refers to the document, which confirms that an eVISA online application has been made and payment of all fees has been accepted.

## General

- An eVISA for Tourist (China, Myanmar, Sri Lanka, Nepal, Bangladesh, Pakistan, Bhutan, Serbia and Montenegro) is only valid for a single journey to Malaysia for purposes of tourism trips for the maximum of 30 days.
- An eVISA for Tourist Indian National is only valid for a multiple journey to Malaysia for purposes of tourism trips for the maximum of 15 or 30 days.
- An eVISA for Student (China, India, Myanmar, Sri Lanka, Nepal, Bangladesh, Pakistan, Bhutan, Serbia and Montenegro) is only valid for a single journey to Malaysia for purposes of study for the maximum of 30 days. Upon arrival in Malaysia, they are required to obtain their long term pass.
- An eVISA for Expatriate (China, India, Myanmar, Sri Lanka, Nepal, Bangladesh, Pakistan, Bhutan, Serbia and Montenegro) is only valid for a single journey to Malaysia for purposes of employment for the maximum of 30 days. Upon arrival in Malaysia, they are required to obtain their long term pass.

- Any applicant, who breaches the Malaysian law, will be subject to criminal proceedings and administrative actions by the Government of Malaysia. Applicants are not allowed to accept any unauthorized employment, or attend school, or represent the foreign information media during their stay in Malaysia.

- An eVISA is only valid for a single journey to Malaysia within 3 months from the date of issuance, provided that the applicant's passport remains valid.

- Applicants shall furnish the following proofs to the Immigration Officers at the Entry/Exit points:

- **Valid passport**

- **Your eVISA printout**

- **Confirmed Returned flight ticket - Proof of accommodation**

- All eVISA applications are considered on individual merit, and the Malaysia Embassy/Consulate has the right to seek additional information at any stage of processing. The fact that an application for a visa has been received by the eVISA system does not guarantee that the eVISA will be issued. Malaysia Embassy/Consulate reserves the right to refuse an eVISA application without providing any reason whatsoever. Applicant shall ensure that they hold a valid Malaysia eVISA before they travel to the Malaysia.

- Applicants must ensure that all supporting documents image uploaded for the eVISA application such as passport photos, passport landing pages, return tickets, accommodation proof or other supporting documents are clear and viewable as per the specification provided. Any supporting documents image that is found to be not clear, blur, unreadable or does not meet the required specifications may result in an eVISA application rejection or denial of entry into Malaysia by the Malaysia Immigration Officer at the entry/exit points.

- An email notification regarding the eVISA application approval within 48 hours from the time of payment and complete submission has been made. This 48 hours processing period applies only for working days and, does not include weekends, public holidays, Malaysian holidays and China event holidays. The approval of eVISA is under the sole discretion by the Malaysian Immigration Attache.

- The eVISA application will be processed within 48 hours from the time of payment and complete submission has been made. This 48 hours processing period applies only for working days and, does not include weekends, public holidays, Malaysian holidays and China event holidays.

- The 48 hours processing time also does not include unforeseen or uncontrollable events including, but not limited to, system maintenance downtime, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events or acts of war.

- Once approval decision has been made, Applicants will receive an email notification regarding the eVISA approval result. Approval result may include the following status:

- **Approved - The eVISA application has been approved**

- **Rejected - The eVISA application has been declined**

- **Request for Document - Applicants is required to upload/re-upload supporting documents as specified by the Malaysia Embassy/Consulate**

- **Request For Interview - Applicants is required to attend an interview session with the Malaysia Embassy/Consulate before any approval decision is been made.**

- For request document result, applicants must ensure they upload/re-upload the specified supporting documents as per requested by the Malaysian Embassy/Consulate immediately. The processing time will be reset back to 48 hours once the applicants have successfully uploaded the specified supporting documents. The Embassy/Consulate can decide to request document for an eVISA application multiples times until the applicant uploads correctly the specified supporting documents.
- For request interview results, applicants must ensure to attend the interview session as per the scheduled date and time set by the Embassy/Consulate to ensure the approval decision can be made accordingly.
- Issuance or approval of an eVISA does not in any way guarantee the applicant the right to enter Malaysia. The entry is at the sole discretion of the Malaysia Immigration Officer at the entry point. In case of denial of visa or entry into Malaysia by the Immigration Officer, VisaMalaysia shall in no way be liable to the applicant in any manner whatsoever.
- Applicant is acknowledged and confirms that the VisaMalaysia is not involved in the visa assessment and decision-making process. The Embassies and Consulates have the authority to decide whether an eVISA will be issued or not, the type of a eVISA to be issued as well as its validity, duration of stay and number of entries in accordance with Malaysia's relevant laws and regulations. Applicant is required to pay all the fees to the VisaMalaysia regardless of the result of the application. All fees paid are non-refundable.
- Applicant must make their eVISA applications at an appropriate time before travelling to Malaysia. Under no circumstances will the VisaMalaysia be responsible or liable for any delay of travel arrangement as a result of an applicant's inappropriate action in regard to the time of submitting the visa application or the visa assessment result of the Embassies and Consulates.
- Inquiries to the VisaMalaysia is based on its unilateral understanding of applicant's inquiries and the limited information known and mastered by it in order to provide assistance for its applicants for their visa applications. No matter what the circumstances are, it cannot be interpreted that the VisaMalaysia has made any promise or assurance, nor does it bear any other legal responsibility for the answers to applicant's inquiries.
- Applicants must ensure that all information furnished for the eVISA application is true and accurate. Any mistake found caused by the applicant himself or herself which resulted to the re-issuance of an eVISA, the applicant acknowledges and agrees to re-apply and pay for a new eVISA application.
- Applicants acknowledge and agree that under no circumstances will the VisaMalaysia be liable to them or anyone claiming through them for any indirect, incidental, special and/or consequential losses or damages of whatever nature, or for loss or profits, loss of opportunity, loss of business or goodwill or interruption of business, whether arising out of or in connection with their application and/or any of the eVISA application services, and whether or not relating to any act, error, omission or negligence by the VisaMalaysia OSC or any officer, agent, employee and representative of the VisaMalaysia.
- Applicant that have entered Malaysia using eVISA facility are strictly prohibited from applying any passes while inside the country.
- Applicant below 12 years of age is compulsory to upload their Certificate of Birth.

## **Other Terms**

- The Government of Malaysia, in its sole discretion, may change, amend, cancel or withdraw any or all of the terms and conditions mentioned herein at any time without any prior notice. If an applicant is dissatisfied with the changes being made, the applicant's sole and exclusive remedy is to refuse the services provided.
- Applicants hereby agrees to accept and confirm that the applicant, prior to submitting the visa application, has read, understood and agreed to be bound by, without limitation or qualification, all of the terms, conditions and details provided herein.

*Updated on 1st June 2018*

