



# TERMS & CONDITIONS

## DEFINITIONS

1. "Embassy/Consulate" refers to the High Commission / Embassy and/or Consulate General of Malaysia.
2. "MYVISA" 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 High Commission / Embassy/Consulates.
3. "Applicant(s)" refers to any individual submitting Malaysia eVISA application to the High Commission / Embassy /Consulate.
4. "Immigration Officer" refers to official(s) of Immigration Department of Malaysia.
5. "Visa fee" refers to the visa fees payable to the Government of Malaysia, which will be accepted and collected by MYVISA at the rate prescribed by the Fees (Passport and Visas) Order 1967.
6. "eVISA Processing fee" refers to the processing fee charged for visa processing system. eVISA convenience fee is not included in the processing fee.
7. "eVISA Convenience Fee" refers to services other than the basic service that provide convenience to applicant.
8. "Receipt" refers to the document, which confirms that an eVISA online application has been made and payment of all fees has been accepted.

## GENERAL

1. An eVISA is **compulsory** for **34 nationalities** who needed a single and multiple journey to Malaysia for the purpose of **tour** subjected to the eligibility of nationality.
2. An eVISA for **Tourist** is valid for a country who needed visa for a single and multiple journey to Malaysia for the purpose of **social visit** subject to the eligibility of nationality.
3. An **eVISA for Student** is valid for a country who needed visa for a single journey to Malaysia for the purpose of **study** subject to the eligibility of nationality. Upon arrival in Malaysia, they are required to obtain their long - term pass.

4. An eVISA for Expatriate is valid for a country who needed visa for a single journey to Malaysia for the purpose of professional employment subject to the eligibility of nationality. Upon arrival in Malaysia, they are required to obtain their long - term pass.
5. An **eVISA for Foreign Workers** is valid for a country who needed visa for a single journey to Malaysia for the purpose of temporary employment subject to the eligibility of nationality. Upon arrival in Malaysia, they are required to obtain their long - term pass.
6. Applicant below 12 years old is compulsory to upload their Birth Certificate.
7. 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.
8. An eVISA **Single Entry Visa (SEV)** 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.
9. An eVISA for **Multiple Entry Visa (MEV)** is valid for a country who needed a visa for multiple entry to Malaysia for these **four (4)** purposes (Business, Medical Treatment, Wedding Tourism, and Fly & Cruise). An eVISA **Multiple Entry Visa (MEV)** is only valid for a multiple journey to Malaysia within 3 months and 6 months (subjected to your purpose of stay) from the date of issuance, provided that the applicant's passport remains valid.
10. Applicants shall furnish the following proofs to the Immigration Officers at the Entry/Exit points:
  - 1) Valid passport;
  - 2) Valid eVISA printout (eVISA Note);
  - 3) Boarding pass/ ticket/arrival pass if applicable;
  - 4) Sufficient funds (*Cash / Traveler's Cheque / Debit or Credit Cards / e-Wallets recognized by Malaysian Government*) to cover your expenses during your stay in Malaysia;
  - 5) Confirmed returned ticket if applicable;
  - 6) Proof of paid accommodation; and
  - 7) Other supporting documents.
11. All eVISA applications are considered on individual merit, and the High Commission/ 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. High Commission / 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 their travel to Malaysia.
12. Applicants must ensure that all supporting documents image uploaded for the eVISA application such as passport photos, passport front pages, tickets, paid 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 Immigration Officer at the entry/exit points.
13. An email notification regarding the eVISA application approval within **2 working days** from the time of payment and complete submission has been made. This **2 working days** processing period applies only for working days and, does not include weekends, public holidays, Malaysian holidays and approving location event holidays. The approval of eVISA is under the **sole discretion** by the Immigration Attaché.
14. The **2 working days** processing time also does not include unforeseen or uncontrollable events including, but not limited to, system maintenance downtime, Internet Service Provider (ISP) equipment failure, host equipment failure, communications network failure, power failure, natural events or acts of war.
15. Once approval decision has been made, applicants will receive an email notification regarding the eVISA approval result. Approval result may include the following status:

- 1) Approved: *The eVISA application has been approved.*
  - 2) Rejected: *The eVISA application has been declined.*
  - 3) Request for Document: *Applicant is required to upload /re-upload supporting documents specified by the High Commission / Embassy/Consulate.*
  - 4) Request for Interview: *Applicant is required to attend an interview session with High Commission / Embassy/Consulate before any approval decision is been made.*
16. For request document result, applicants must ensure they upload / re-upload the specified supporting documents as per requested by the High Commission / Embassy / Consulate immediately. The processing time will be reset back to **2 working days** once the applicants have successfully uploaded the specified supporting documents. The High Commission / Embassy / Consulate can decide to request document for an eVISA application multiple times until the applicant uploads the correct specified supporting documents.
  17. For request interview results, applicants must ensure to attend the interview session as per schedule date and time set by the High Commission / Embassy / Consulate to ensure the approval decision can be made accordingly.
  18. The eVISA applications will automatically rejected if the applicants failed to upload / reupload the documents as per requested or failed to confirm the interview session exceeds 5 days from the requested date.
  19. 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 Immigration Officer at the entry point. In case of denial of visa or entry into Malaysia by the Immigration Officer, MYVISA shall in no way be liable to the applicant in any manner whatsoever.
  20. Applicant acknowledged that MYVISA does not involve in the visa assessment and decision-making process. The Malaysian High Commission / Embassies / Consulates in the host country have the authority to decide whether an eVISA will be issued or not, the type of 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.
  21. Applicant must make their eVISA applications at an appropriate time before travelling to Malaysia. Under no circumstances will the MYVISA be responsible or liable for any delay of travel arrangement as a result of an applicant's inappropriate action in regards to the time of submitting the visa application or the visa assessment result of the High Commission / Embassies / Consulates.
  22. Inquiries to MYVISA 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 MYVISA has made any promise or assurance, nor does it bear any other legal responsibility for the answers to applicant's inquiries.
  23. 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 reissuance of an eVISA, the applicant acknowledges and agrees to re-apply and pay for a new eVISA application.
  24. Applicants acknowledge and agree that under no circumstances will MYVISA 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 MYVISA or any officer, agent, employee and representative of MYVISA.
  25. All fees are non-refundable.

## OTHER TERMS

1. 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.
2. 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 20<sup>th</sup> January 2023*