

TERMS OF USE

Welcome to mhbizpro.malaysiaairlines.com website (the "Portal"). These Terms of Use shall govern your access and use of the Portal and the use of any services, information and functions made available by us at the Portal ("Services").

These Terms of Use stated herein constitutes a legal agreement between you and Malaysia Airlines Berhad (Company No. 201401040794[1116944-X]), a company incorporated in Malaysia and having its registered address at Level 1, Administration Building, Southern Support Zone (SSZ), Kuala Lumpur International Airport – KLIA, 64000 Sepang, Selangor Darul Ehsan, Malaysia.

By accessing the Portal, you agree to be bound by all terms and conditions herein and Malaysia Airlines' General Conditions of Carriage (hereinafter collectively referred to as "the Terms"). Our General Conditions of Carriage can be found at <https://www.malaysiaairlines.com/content/dam/mas/pdf/2021-08-31-General-Conditions-of-Carriage-Malaysia-Airlines.pdf>

If you do not agree with any part of the Terms, we advise you to not proceed to use the Portal or Services.

INTERPRETATION

"Eligible Flight" is a flight purchased from the Portal for which we are the marketing carrier and/or operating carrier or which is operated on our behalf by an Eligible Carrier and is ticketed and issued on MH ticket number that begins with "232".

"Eligible Carrier" means Malaysia Airlines ("MH"), MASwings ("MW") and Firefly ("FY").

"MHBiz PRO/Portal/Program" means a self-managed corporate booking portal.

"We/Us/Our/MAB/MH" means Malaysia Airlines Berhad.

"You/Your" means a member of the Malaysian Parliament who has enrolled to the Program.

DATA PRIVACY PROTECTION

We understand the importance of protecting your privacy. Hence, we have updated our Privacy Policy to ensure compliance with the laws on data protection under Malaysia's Personal Data Protection Act 2010 (PDPA) as well as the European Union's General Data Protection Regulations (GDPR).

This is to ensure that the data you have shared with us is safeguarded. The Privacy Policy covers how we collect, use, disclose, transfer and store your information. Personal Data is information that can be used to identify or contact a passenger. You may be asked to provide your personal data anytime you are in contact with us or our subsidiary/affiliated companies. We may share your personal data amongst each other in accordance with this Privacy Policy, combined with other information, in order to provide and improve our products and service offerings to you. You may refer to our Privacy Policy at <https://www.malaysiaairlines.com/my/en/footer/privacy-policy.html>

ENROLMENT

Enrolment to the MHBiz PRO Program shall be made by registering via the following link: www.malaysiaairlines.com/mhbizproMP

We shall have the sole and absolute discretion to review, approve and/or reject your enrolment to the MHBiz PRO Program.

Once approved, we will create your profile in the Portal and provide you with a unique log-in ID.

You may then proceed to book for Eligible Flights in the Portal subject to seat availability and our General Conditions of Carriage.



CONTENT

All materials published on the Portal (including but not limited to articles, features, photographs, images and illustrations (collectively the "Content") are protected by copyright, trademarks or other intellectual property rights, and are owned or controlled by us, or the party credited as the provider of the Content.

You may not reproduce, republish, upload, post, transmit or distribute in any manner any Content from the Portal without first obtaining our prior written consent.

CHANGES AND MODIFICATIONS

We reserve the right at our absolute discretion and without liability, at any time, to:

- change, modify, alter, adapt, add or remove any of the terms and conditions contained herein; and/or
- change, suspend or discontinue part of or the entire MHbiz PRO Program and/or the Portal.

We are not required to give you any advance notice prior to incorporating any of the above changes, modifications to or suspension or discontinuance of the MHbiz PRO Program or Portal.

You acknowledge that by visiting the Portal from time to time, you shall be bound to the current version of the relevant terms and conditions (the "Current Version") and, unless stated in the Current Version, all previous versions shall be superseded by the Current Version. You shall be responsible for reviewing and understanding the then current version each time you visit the Portal.

USE OF THE PORTAL AND/OR SERVICES

Subject to the Terms, we grant you a limited, non-transferable and revocable license to access and use the Portal and/or Services. Any breach of the Terms shall result in immediate termination and/or revocation of such license without notice to you.

You agree and undertake to access and use the Portal and/or Services in accordance with the Terms. You agree to be fully responsible for all matters arising from your usage of the Portal and/or the Services. Further, you shall agree:

- not to use the Portal and/or the Services in any manner which breaches or violates any applicable law or regulation or causes, or which may cause an infringement of any third-party rights;
- not to send, upload, post, transmit or disseminate any information on or via the Portal which may be harassing, abusive, indecent, threatening, harmful (including media containing viruses), vulgar, obscene, sexually orientated, racially offensive, profane, pornographic, defamatory, or unlawful/ illegal or create liability on Malaysia Airlines' part;
- not to interfere or attempt to interfere with the operation or functionality of the Portal;
- not to use the Portal and/or the Services for the purposes of gaining economic benefit or profit by reselling the corporate fares granted to You through the Portal.
- not to reverse engineer, disassemble, decompile or hack the Portal, or obtain or attempt to obtain any unauthorized access, via whatever means, to any of Malaysia Airlines' secured internal systems;

and you shall hereby agree to indemnify Malaysia Airlines against any loss, liability, damage or expense of whatever nature which Malaysia Airlines or any third party may suffer which is caused by or attributable to, whether directly or indirectly, from your usage of the Portal and/or the Services.

Since registration or subscription of an account with Malaysia Airlines is required prior to your access to and use of the Portal and/or Services, you agree to provide accurate



and your most current information and will promptly update such information as and when there are any changes. As the user of the Portal, you shall solely be responsible for (i) keeping your passwords and other account identifiers safe and secure; and (ii) all activities that occur under such password or account (even if such activities or uses were not committed by you). In addition, you must immediately notify us of any unauthorized use of your password or account. Malaysia Airlines shall not be liable or responsible, directly or indirectly, for any loss or damage of any kind arising from unauthorized use of our account and/or password or in connection with, your failure to comply with this clause.

You also agree that Malaysia Airlines may for any reason, in its sole discretion and without giving any reason or prior notice or liability to you or any third party, terminate your account, revoke your access to/ use of the Portal and/or Services, remove, discard, or cancel any Content and/or transactions associated with your account, and/or take any other actions that we may deem necessary. Notwithstanding such termination, revocation, removal, discard, cancellation, and/or necessary actions, you shall remain responsible and liable for any incomplete transactions and/or obligations (including without limitation, payment obligations) and/or previously accrued liabilities.

NO WARRANTIES

Whilst every effort is made to update the information contained on this Portal on timely basis, we provide no representations, warranties, statements or guarantees, whether expressly or implied, of any kind including but not limited to any implied warranties or implied terms of satisfactory quality, fitness for a particular purpose or non-infringement of the Portal, the Content and information transmitted over the Portal. All such implied terms and warranties are hereby excluded.

DISCLAIMER

We do not warrant that the functions in the Portal will be uninterrupted or error-free, that defects will be corrected or that the Portal or the server that makes it available is free of any virus or other harmful elements. We do not warrant or make any representations, whether express, implied in law or residual, regarding the sequence, correctness, accuracy, completeness, reliability, or otherwise of the Content in the Portal (including but not limited to any information which may be provided by any third party or data or content providers) or the results of their use.

LIABILITY

By accessing and/or using the Portal and/or the Services, you agree that we will not be liable under any circumstances, including negligence, for any direct, indirect or consequential loss arising, directly or indirectly, from your access and/or use of and/or inability to use the Portal and/or the Services, any information and material contained in the Portal, your personal information or material and information transmitted over our system.

Any misunderstanding, error, damage, expense or losses resulting from the use of and/or access to the Portal and/or Services shall be entirely at your own risk and Malaysia Airlines, its affiliates and subsidiaries shall not be liable.

EXCLUSIONS

The exclusions and limitations described herein shall apply only to the extent permitted by law, without prejudice to our rights to seek legal redress in accordance with the applicable laws.

These Terms of Use shall be governed and construed in accordance with Malaysian laws, and the courts of Malaysia shall have exclusive jurisdiction to adjudicate any dispute which may arise in relation thereto.

These Terms of Use constitute the sole record of the agreement between you and Malaysia Airlines in relation to your access and/or use of the Portal and/or the Services.



Unless otherwise specifically stated, these Terms of Use supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and Malaysia Airlines in respect of your access and/or use of the Portal and/or the Services.

If any provision of these Terms of Use is held invalid, unenforceable or illegal for any reason, these Terms of Use shall remain otherwise in full force apart from such provision, which shall be deemed, deleted.

No indulgence or extension of time which either you or Malaysia Airlines may grant to the other will constitute a waiver of or, whether by estoppels or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.

Malaysia Airlines shall have the absolute full rights and be entitled to cede, assign and delegate all or any of its rights and obligations in terms of any relevant terms and conditions, policies and notices to any third party.

In the event if you are dissatisfied with the Portal and/or Services or with any terms, conditions, rules, policies, guidelines, or practices of Malaysia Airlines, in operating the Portal and/or providing Services, your sole and exclusive remedy is to discontinue using the Portal and/or the Services.

If you have any questions, comments or concern arising from the Portal, the Terms or any other relevant terms and conditions, policies and notices, please contact us via MHBiz PRO Hospitality Desk www.malaysiaairlines.com/mhbizprohospitalitydesk or email to mhbizpro.mp@malaysiaairlines.com

