

BATIK AIR AGENT PORTAL (“Conditions of Use”)

1. FORMATION OF AGREEMENT

- 1.1 The Portal (“Portal”) is owned and operated by Malindo Airways Sdn Bhd (doing business as Batik Air). When you use the Portal to make a reservation, you signify your agreement to these Conditions of Use and other applicable terms, conditions, and notices, including but not limited to the Conditions of Use of the Portal below. If this is not your intention and you disagree with any part of these Conditions of Use or such other applicable terms and conditions, DO NOT USE the Portal. You should obtain a print-out of these Conditions of Use for your records. For the avoidance of doubt, references to “you” in these Conditions of Use shall include (where applicable) the Authorized Personnel who are authorized to use the Portal.
- 1.2 “Authorized Personnel” means the employees of your company duly authorized by Batik Air to access the Portal under your Agent account.
- 1.3 The information contained in the Portal may change without giving any notice. Batik Air does not warrant nor represent the accuracy or completeness of the Portal or any of the data or information contained in the Portal. Additionally, Batik Air reserves the right to change these Conditions of Use without notice.
- 1.4 These Conditions of Use, circulars, updates and B2B Agent User Guide shall form the entire Agreement between you and Batik Air for the use of this Portal.

2. USE OF the PORTAL

- 2.1 The Portal is solely to assist you in determining the availability of travel-related goods and services and to make legitimate reservations or purchases for your customers. Abuse of the Portal may result in, amongst other things, you being denied access to it.
- 2.2 Other terms and conditions will apply to your reservation and purchase of travel-related goods and services. You will abide by the applicable terms or conditions of purchase, including payment of all amounts when due and compliance with all rules and restrictions regarding availability of fares, products, or services. You are solely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the Portal.
- 2.3 You will use the Portal to make only legitimate reservations.
- 2.4 The Portal shall be used for the purpose stated in clause 2.1 above only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the Portal.
- 2.5 The Portal may be temporarily or permanently unavailable, in whole or in part, and it may be added to, changed, or removed at any time under our sole discretion without any notification.
- 2.6 Batik Air in its sole discretion may use all comments and suggestions, whether written or oral, provided by you in connection with the use of this Portal.
- 2.7 You agree not to:

- a. use another person's name, ID, or password without permission nor use the Portal while impersonating another person;
- b. post or transmit any unlawful, threatening, defamatory, obscene, or indecent material or any material that could constitute conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law;
- c. make any speculative, false, or fraudulent booking or any booking in anticipation of demand;
- d. use any device, software, or routine to interfere with or attempt to interfere with the proper working of the Website;
- e. alter or decompile the software used for the provision of our the Portal;
- f. frame, mirror, or otherwise incorporate any part of the Portal into any other medium or domain without Batik Air's express written authorization.

3. BOOKING RULES

- 3.1 Reservations are subject to the applicable Batik Air Fare Rules and the seat availability in that fare group. Only Electronic Tickets will be available as a ticket option.
- 3.2 Carriage and other services performed by Batik Air are subject to the Batik Air Terms and Conditions, General Conditions of Carriage, and Privacy Policy as read in conjunction with these Conditions of Use. By making a reservation through the Portal, you agree to notify the Authorized Personnel who are traveling on the reservation that they are bound by the Batik Air Terms and Conditions, General Conditions of Carriage, Privacy Policy and these Conditions of Use (where applicable). These documents are available on the Batik Air website.

4. TRAVEL REQUIREMENTS

- 4.1 You will undertake to advise the passengers of the need to check and ensure they comply with the Entry and Exit requirements of the relevant countries and that they fulfil the travel documentations requirements. Batik Air will not be held responsible for such non-compliance and will not be held liable for any claims arising from being denied boarding.

5. NO UNLAWFUL OR PROHIBITED USE

- 5.1 You will not use this web site for any unlawful or prohibited purposes. You will not use the Portal to make any unauthorized, speculative, false or fraudulent reservation.
- 5.2 You must not:
 - a. resell the service of the Portal; or
 - b. use the Portal for any activity which breaches any law; or
 - c. use the Portal in a way which interferes with its availability for other users; or

d. use other means to transact or obtain information if you are unable to use the Portal.

If Batik Air (in its sole and absolute discretion) believes that you are in breach, or will be in breach, of any of these Conditions of Use, Batik Air reserves its right to cancel your booking without giving you a reason and/or without further reference to you.

6. RESTRICTIONS ON USE

6.1 You may not reproduce, republish, upload, post, transmit, screen capture, screen scraping, link or distribute in any way any material from this Portal without the prior written permission of Batik Air. You must keep intact all accompanying copyright and other proprietary notices. Graphics and images on this Portal are protected by copyright and may not be reproduced or appropriated in any manner without the written permission of their relevant owners. Modification of any of the materials or use of the materials for any other purpose will be a violation of Batik Air's copyright and other intellectual property rights and the copyright and intellectual property rights of the respective owners.

6.2 If you download any software from the Portal, the software, including any files, images incorporated in or generated by the software, and data accompanying the software (collectively, the "Software") are licensed to you by Batik Air. Batik Air does not transfer title to the Software to you. You own the medium on which the Software is recorded, but Batik Air retains full and complete title to the Software, and all intellectual property rights therein. You may not redistribute, sell, decompile, reverse-engineer, disassemble or otherwise deal with the Software.

6.3 You acknowledge and agree that all copyright, database rights, trademarks and all other intellectual property rights or other property rights relating to the Portal, including but not limited to content, in whichever form, and lay out, shall remain at all times vested in us or their respective owner.

6.4 This Portal and its entire content, technology and processes contained may be the subject of other intellectual property rights owned by Batik Air or by third parties. No licence is granted in respect of such intellectual property rights other than as set out in this Conditions of Use. Your use of this Portal must not in any way infringe the intellectual property rights of any party.

7. CAPACITY AND RESPONSIBILITY

7.1 You represent that you have the capacity and power to use the booking facility in accordance with these Conditions of Use and to create binding legal obligations for any liability you may incur as a result of the use of the Portal and this web site.

7.2 You are financially responsible for all users of this Portal by yourself and those using your login information. You will supervise all usage of the Portal under your name or account and ensure the safekeeping of login credentials are well protected from unauthorized third parties.

7.3 You warrant that all information supplied by you in using the booking facility is true and accurate.

7.4 The Travel Agent will be responsible for settling all payments in full, for transactions that had been concluded by the Travel Agent via his login credentials.

7.5 The travel Agent is also responsible to ensure that refunds for passengers must be settled within 7 days of receiving clearance from the airline.

8. WARRANTY AND REPRESENTATION

8.1 You represent that you are a registered travel agent under the respective laws and regulations and have the necessary licenses, authorizations, approvals, consents and notarizations required to enter and perform your obligations under these Conditions of Use.

8.2 You warrant that you shall not breach any of the terms and conditions of this Conditions of Use.

9. DISCLAIMER

9.1 The Portal is provided "as is" and you assume total risk and responsibility for your use of the booking facility and the global computer network including the submission of any personal or business information. To the maximum extent permitted by law, Batik Air specifically disclaims and you waive all warranties, express or implied, in respect of the booking facility including merchantability, fitness for a particular purpose, non-infringement of intellectual property or other proprietary rights or compatibility between Batik Air Booking Facility and any software or hardware.

9.2 Batik Air does not warrant or guarantee the usability and merchantability of the contents of the Portal outside the Portal. Therefore, you shall not disseminate the content of this Portal to any third parties without prior written consent of Batik Air.

10. NO REPRESENTATION

Batik Air does not warrant or represent that your access to and/or use of the Portal will be uninterrupted or error-free or that any information, data, content, software or other material accessible through the Portal will be free of bugs, viruses, worms, Trojan horses or other harmful components.

11. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Batik Air is not liable for any injury, loss, claim, damage, including those based in negligence, whether actual, incidental, special, exemplary, punitive or consequential (including lost profits or other special damages) which arises out of or is in any way connected with any of the following items:

(a) access or use of the Portal;

(b) data, information or material contained in the Portal including the use of such data, information or material to check prices and availability or for reservations, ticketing or any other use;

- (c) submission of any personal or business information, including bank and credit card details;
- (d) unavailability of the Portal to you in whole or in part or any failure or delay in any way connected with the use of the booking facility because of the global computer network, ancillary equipment, the systems of Batik Air systems or technology or any other circumstances, including the use of or inability to use the Portal to check prices and availability or for reservations, ticketing or any other use;
- (e) the performance or non-performance by Batik Air or the failure of any function or service associated with the Portal, in whole or in part;
- (f) any unauthorised access or breach of security into the Portal through the global computer network; and
- (g) any booking or reservation made through the Portal that has not registered or is incomplete or is delayed or is in error.

If Batik Air is found liable for any loss or damage which arises out of or is in any way connected with any accessing or use of the Portal then the liability of Batik Air will in no event exceed, in the aggregate, any subscription fee and/or service charge for accessing the Portal.

12. CANCELLATION OR SUSPENSION OF SERVICE

Batik Air may cancel or suspend your use of the Portal at any time without notice if Batik Air suspects that the Portal or your the Portal account code, Agent Code and Password/PIN is being used, or may be used:

- (a) by persons that have not been authorised by you; or
- (b) in breach of these Conditions of Use; or
- (c) in a manner that may cause loss to you or Batik Air. Batik Air may, at any time and at its sole and absolute discretion and without cause or notice, terminate or restrict your access to the Portal or refuse to give effect to any reservation you request through the booking facility without giving any reason or notice to you.

13. SECURITY

Batik Air will take all reasonable measures to ensure that information you transmit to Batik Air using the Portal will remain confidential and protected from unauthorised access but Batik Air does not warrant against unauthorised access and will not be liable for any unauthorised access by any means to that information.

14. JURISDICTION

These Conditions of Use are governed by the laws of Malaysia and you agree to submit to the exclusive jurisdiction of the courts of Malaysia.

15. CONTENT OF THE PORTAL

15.1 All products and services displayed on the Portal are accurate at the time of publishing..

15.2 The trademarks, logos, service marks, watermarks, and including third-party content ("Trademarks") displayed on the Portal are registered and unregistered Trademarks of their respective owners. All Trademarks related to Batik Air and other third-party providers that are displayed on the Portal belong to their respective owners and we use these Trademarks solely for your convenience. Nothing contained on this Website should be construed as our pretension to these third-party Trademarks or as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Portal, without the express written permission of its respective owners.

15.3 Your misuse of the Trademarks displayed on the Website is strictly prohibited. You must ensure that your use of Trademarks complies with all applicable laws and the intellectual property and other rights of the relevant owners. You acknowledge and agree that the Trademarks will remain the property of the relevant owners. No part of Trademarks may be modified, duplicated, published, uploaded, distributed, translated, adapted, marketed, or used, without the prior written consent of the relevant owners.

15.4 Displaying of Trademarks on the Portal and the availability of third-party products or services on the Portal, should not be construed as an affiliation, endorsement, or sponsorship of the Portal and our services by any such third party.