

# Terms of Use For MYAirline's Website, Mobile Application And Social Media Accounts

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This page sets out the terms and conditions ("**Terms of Use**") for using the website [www.myairline.my](http://www.myairline.my), MYAirline's mobile application (collectively known as "**Website**") and MYAirline's social media accounts including but not limited to Facebook, Instagram, Twitter, TikTok and any other social media accounts MYAirline may create from time to time ("**Social Media**"). This Website and Social Media is owned and managed by MYAirline Sdn. Bhd. (Registration No 202101001075 (1401373-U)) ("**MYAirline**"). Please read these Terms of Use carefully before using this Website and the Social Media. If you do not accept or agree to all and/or any of the Terms of Use outlined hereunder, you should immediately stop and refrain from using this Website and the Social Media. By using this Website and the Social Media, you are deemed to have read, understood and irrevocably and unconditionally accepted the terms and conditions herein contained.

## COPYRIGHT

- The contents on this Website and the Social Media are for your personal non-commercial use only. All copyright, trademarks or other intellectual property right machine-readable and other materials on this Website and the Social Media or provided in connection with this Website and the Social Media, including, without limitation, the MYAirline logo and all designs, text, graphics, pictures, information, data, sound files, other files and the selection and arrangement thereof (collectively known as "**MYAirline Materials**") and computer source codes, programs, data files and other software (including all machine readable code, printed listings of code) (collectively known as "**Software**") are the proprietary property of MYAirline, our licensor, suppliers, or any other credited party that provided the aforementioned. These MYAirline Materials and Software are protected by Malaysian and international copyright laws and any other applicable intellectual property rights laws and must not be reproduced, sold, transmitted, performed, licensed, distributed, researched, copied, uploaded, modified or appropriated in any manner whatsoever without the prior written consent of MYAirline first had and obtained. MYAirline reserves all rights to take appropriate legal action against any person or entity found to be in breach of MYAirline's intellectual property rights.

## LINK TO OTHER SITES

- This Website and the Social Media may contain links or references to or parts of other internet sites maintained by third parties. MYAirline does not operate and/or have control in any respect of any information, products, or services on such third-party sites including the accessibility thereto. You may be redirected and/or linked and referenced to other sites or vice versa for convenience and information. Your access and use of such third party websites are entirely at your own risk. MYAirline shall not be responsible for the content of such other websites managed by third parties. MYAirline will not be held liable in any way whatsoever for any direct, indirect, consequential losses and/or damages arising out of your access to such third party websites.

## POSTING AND PUBLICATION OF COMMENTS

MYAirline encourages social media users and/or followers to drop comments and maintain a community where everyone feels safe and free to express themselves. Regrettably, we also recognise that some statements and comments contain:

- violent, obscene, profane, hateful, sexually offensive, defamatory, slanderous remarks;
- racial, religious and insensitive remarks;
- disclosure of personal information such as address or phone number;
- solicitations, advertisements or endorsements of financial, commercial, political or non-governmental agencies;
- comments that suggest or encourage illegal or immoral activities;
- multiple successive off-topic posts by a single user;
- repetitive posts copied and pasted by multiple users.

In any of the above circumstances, MYAirline reserves the right to close, delete, erase and/or remove such comments from MYAirline's Social Media.

Name-calling, profanity, obscene abbreviations or alphabets followed by dashes or punctuation symbols, personal attacks, impersonation and anti-social behaviour such as spamming and trolling are not allowed.

Violators run the risk of being blocked permanently at MYAirline's absolute discretion. You are fully responsible for the content you post and publish. Please be a polite and responsible Social Media user and/or follower.

Social Media users and/or followers shall refrain from posting and publishing any comments and/or content which are abusive, foul, vulgar, defamatory, slanderous, sexually orientated, threatening in nature or use any other method of communication that may violate any laws or that may create unpleasantness. Such actions will result in a ban at MYAirline's absolute discretion.

If you feel that you have been banned from commenting or publishing any content on MYAirline's Website or Social Media without just cause, kindly send us an email at [social@myairline.my](mailto:social@myairline.my) stating your reasons why the decision should be reviewed. MYAirline's decision on this matter shall be final and conclusive.

## DISCLAIMER

Use of our services is at your own risk and subject to following disclaimers:

- Except as expressly provided to the contrary in writing by us, our services are provided on an "as is" basis without any express or implied warranties, including, but not limited to, warranties of merchantability, title, non-infringement, availability of the download sites where applicable and freedom from computer viruses or other harmful code.
- We will use reasonable endeavours to ensure that our services are secure and cannot be accessed by unauthorised third parties, but we do not warrant that any information provided by us is accurate, complete, or useful, that our services will be operational, error free, secure, or safe, or that our services will function without disruptions, delays or imperfections.
- We do not control, and are not responsible for, controlling how or when our users use our services or the features and interfaces our services provides.
- We are not responsible for and are not obligated to control the actions or information (including content) of our users or other third parties. You release us, our subsidiaries, affiliates and our directors, officers, employees, partners and agents (together, the "MYAirline Parties") from any claim, complaint, cause of action, controversy, or dispute (together, "Claim") and damages, known and/or unknown, relating to, arising out of, or in any way connected with any such Claim

you have against us or any third parties arising from your use of our services on this Website.

#### **PRIVACY POLICY AND DATA PROTECTION**

- For a complete description of how MYAirline uses and protects a User's personal data, you may refer to our [Privacy Policy](#).
- By continuing to access and utilizing our services on this Website and the Social Media, you are deemed to have read, understood and accepted the terms of the Privacy Policy. Please do not use our services if you object or do not agree to your personal data being used in the ways described in the Privacy Policy. MYAirline will not be held liable for any claim of whatsoever nature that may be brought for any use of your personal data in accordance with the terms of the Privacy Policy.

#### **INDEMNITY**

- As a condition of use of this Website and the Social Media, you agree to defend, indemnify and hold MYAirline and its suppliers harmless from and against any and all claims, liabilities, expenses (including attorney's fees on whatever basis) and damages of whatsoever nature and howsoever arising out of your use of this Website and the Social Media, including but not limited to, any such claims by any person acting on your behalf who accesses this Website and the Social Media.

#### **APPLICABLE LAW AND JURISDICTION**

- These Terms of Use and all the content on this Website and the Social Media shall be governed, construed and interpreted in accordance with Malaysian laws and the courts of Malaysia shall have exclusive jurisdiction to adjudicate any dispute which may arise in relation thereto.
- Where these Terms of Use are translated into languages other than English, then in the event of any conflict or inconsistency, the English language version of these Terms of Use shall prevail.

#### **AMENDMENTS**

- MYAirline reserves the right at its sole and absolute discretion, from time to time, to vary, add to or otherwise amend these Terms of Use or any part thereof without notice. You are responsible to ensure that you regularly review these Terms of Use.
- Your use and continued use of our services on this Website and the Social Media confirms your knowledge, understanding and acceptance of these Terms of Use, as may be amended from time to time. If you do not agree to these Terms of Use, as amended from time to time, you must stop using our services immediately. You are advised to visit this Website and the Social Media regularly from time to time to keep updated with the latest version of these Terms of Use.

