

# TERMS OF SERVICE

Last updated September 03, 2024

## 1. Introduction

1.1. Please read these Terms of Service carefully. By using the Service, you agree that you have read and understood the terms in these Terms of Service which are applicable to you. These Terms of Service constitute a legally binding agreement (“Agreement”) between you and DesaJet. The Agreement applies to your use of the Service provided by DesaJet. If you do not agree to the Terms of Service, please do not use or continue using the Application or the Service.

1.2. DesaJet may amend the terms in the Agreement at any time. Such amendments shall be effective once they are posted on [www.desajet.com](http://www.desajet.com) or the Application. It is your responsibility to review the Terms of Service regularly. Your continued use of the Service after any such amendments, whether or not reviewed by you, shall constitute your agreement to be bound by such amendments.

1.3. DESAJET IS A TECHNOLOGY COMPANY WHICH PROVIDES A PLATFORM TO SEARCH, DISCOVER, BOOK, AND PAY FOR EMPTY-LEG PRIVATE CHARTER FLIGHTS PROVIDED BY PARTNERS. WHERE THE FLIGHTS ARE OFFERED AND/OR PROVIDED BY PARTNERS, DESAJET’S ROLE IS MERELY TO LINK THE USERS WITH SUCH PARTNERS OR TO ENABLE USERS TO VIEW INFORMATION IN RESPECT OF THE FLIGHTS OFFERED BY PARTNERS. DESAJET IS NOT RESPONSIBLE FOR THE ACTS AND/OR OMISSIONS OF ANY PARTNERS OR INFORMATION RELATING TO THE SAME. PARTNERS SHALL BEAR ALL LIABILITY IN RELATION TO THE PROVISION OF THE FLIGHTS. PARTNERS ARE NOT, AND SHALL NOT HOLD THEMSELVES TO BE, AN AGENT, EMPLOYEE OR STAFF OF DESAJET AND THE FLIGHTS PROVIDED BY PARTNERS SHALL NOT BE DEEMED TO BE PROVIDED BY DESAJET.

## 2. Definitions

In these Terms of Service, the following words shall have the meanings ascribed below:

2.1. “**Application**” means the relevant mobile application(s) made available for download by DesaJet (or its licensors) to Users and Partners respectively.

2.2. “**User**” means any end-user who accesses or uses the Platform to search, discover, book and/or pay for the Flights.

2.3. “**User Charges**” means charges incurred by Users for the Flights obtained through the use of the Platform, including any applicable taxes and any other fees or charges that may be due.

2.4. “**DesaJet**” / “**we**” means Desa Tech Group Sdn Bhd (Registration Number: 1544885-W), a company incorporated in Malaysia having its registered office

at Penthouse 16-1, Wisma UOA Damansara II, No. 6, Changkat Semantan, Bukit Damansara, 50490 Kuala Lumpur, Malaysia.

2.5. “**Empty-Leg Flight**” means a private charter flight that is scheduled to fly without passengers to reposition to another location or to return to its base.

2.6. “**Flight**” means the transportation service provided by Partners, involving the scheduled operation of a private aircraft from a specified departure location to a designated destination. This includes Empty-Leg Flights, which are pre-scheduled flights offered on the Platform, where the aircraft is flying without passengers to reposition to another location or to return to its base.

2.7. “**Partner**” means individuals or entities that provide the Flight via the Platform.

2.8. “**Personal Data**” is any information which can be used to identify you or from which you are identifiable. This includes but is not limited to your name, nationality, telephone number, bank and credit card details, personal interests, email address, your image, government-issued identification numbers, biometric data, race, date of birth, marital status, religion, health information, vehicle and insurance information.

2.9. “**Platform**” means the Application, Software and any other platform, portal or website which DesaJet owns, operates or otherwise makes available to Users and/or Partners for the purposes of or in connection with the Service.

2.10. “**Service**” means the linking of Users to Partners or vice versa through the Application, Platform and/or Software where Users can search for, view, and book Flights, and where Partners can list, manage, and offer such Flights.

2.11. “**Software**” means any software associated with the Application which is supplied made available for download and installation by DesaJet.

2.12. “**You**” refers to the User and/or Partner as may be applicable.

### **3. Representations, Warranties and Undertakings**

3.1. By using the Service and/or Platform, you represent, warrant and undertake that:

3.1.1. You have legal capacity to enter into the Agreement and that you are at least eighteen (18) years old. You cannot enter into the Agreement if you are below eighteen (18) years old;

3.1.2. You will provide true, accurate, not misleading, current and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it true, accurate, not misleading, current and complete at all times during the term of the Agreement. You agree that DesaJet may rely on your information as true, accurate, not misleading, current and complete. You acknowledge that if your information is untrue, inaccurate, misleading, not current or incomplete in any respect, DesaJet has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;

3.1.3. You will provide us with whatever proof of identity or any other documents, permits, licenses or approvals which we may reasonably request or require;

3.1.4. You will only use the Application, Platform and Service for their intended and lawful purposes;

3.1.5. You will keep your account password or any identification we provide you which allows access to the Service secure and confidential;

3.1.6. When using the Service/Platform, you agree to comply with all laws applicable to you and/or your use of the Service/Platform;

3.1.7. You agree to notify us immediately of any unauthorized use of your account or any other breach of security;

3.1.8. You will not try to interrupt, impair or harm the Service and/or Platform in any way, and shall refrain from: (a) sending spam or otherwise duplicative or unsolicited messages; (b) sending, posting or storing infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including but not limited to materials harmful to children, violative of any third party rights or otherwise in breach of the applicable laws; (c) sending material containing software viruses, worms, trojan horses or other harmful computer code, files, scripts, agents or programs; (d) interfering with or disrupt the integrity or performance of the Platform or the data contained therein; (e) attempting to gain unauthorized access to the Platform or its related software, systems or networks; (f) impersonating any person or entity or otherwise misrepresent your affiliation with a person or entity; (g) engaging in any conduct that could possibly damage our reputation or amount to being disreputable; (h) circumventing the proper operation of the Platform and network which the Service operates on; and (i) using any manual or automated program or script, including but not limited to web spiders, web crawlers, web robots, web ants, web indexers, bots, viruses or worms, or any program which may make multiple server requests per second, to unduly burden or hinder the operation and/or performance of the Platform, or to circumvent the navigational structure or presentation of the Platform or its content;

3.1.9. You will not attempt to commercially exploit any part of the Application without our permission. For the avoidance of doubt, you are not permitted to modify or make derivative works based on the Platform, its content or any part thereof in any way, or copy, reproduce, publicly display, distribute or otherwise use or communicate them for any public or commercial purpose save where specifically permitted in writing by Desajet. This includes without limitation not to:

(a) create or compile, directly or indirectly, any collection, compilation or other directory from any content displayed on the Platform except for your personal, non-commercial use;

(b) copy any content displayed through the Platform or "mirror" the Platform or any parts thereof on any other server or wireless or internet-based device, including reproducing any third-party product content and reviews, for republication in any format or media; or navigational structure or presentation of the Platform or its content elsewhere;

(c) conduct data mining or scraping activities; and

(d) disassemble, decompile, reverse engineer, decrypt or attempt to derive and code or extract software from, the Platform or any software or services made available on or through the Platform;

3.1.10. You will not utilise modified devices or applications with the intent of evading detections or facilitating any activities intended to defraud DesaJet or to disrupt the natural functions of the Application;

3.1.11. You will not use the Application for sending or storing any unlawful material or for fraudulent purposes;

3.1.12. You will not use the Application and/or the Software to cause nuisance or behave in an inappropriate or disrespectful manner towards DesaJet or any third party;

3.1.13. You will provide accurate, current, and complete information as required for the Service and undertake the responsibility to maintain and update your information in a timely manner to keep it accurate, current, and complete at all times during the term of the Agreement. You agree that DesaJet may rely on your information as accurate, current, and complete. You acknowledge that if your information is untrue, inaccurate, not current or incomplete in any respect, DesaJet has the right but not the obligation to terminate this Agreement and your use of the Service at any time with or without notice;

3.1.14. You will only use an access point or data account which you are authorized to use;

3.1.15. You agree that the Service is provided on a reasonable effort basis;

3.1.16. You agree to assist DesaJet with any internal or external investigations as may be required by DesaJet in complying with any prevailing laws or regulations in place;

3.1.17. You are aware that or by using the Service or accessing the Platform, standard telecommunication charges may apply;

3.1.18. You agree that DesaJet may, based on its sole discretion, consider an account to be dormant if there has been no transaction made by you on your user account for a period of six (6) months from the last date of transaction and deactivate or restrict access to your user account; and

3.1.19. You agree to assume full responsibility and liability for all loss or damage suffered by yourself, DesaJet or any other party as a result of your breach of this Agreement.

**3.2. If you are a Partner**, you further represent, warrant and undertake that:

3.2.1. You hold all necessary licenses, permits, approvals, and certifications required by applicable law to operate the Flights, including but not limited to air operator certificates, aircraft registration certificates, and crew licenses.

3.2.2. All licenses and permits are valid, and you agree to maintain them in full force and effect during the term of their engagement with the Platform.

3.2.3. You are in compliance with all applicable laws, regulations, and industry standards, including but not limited to aviation safety, security, and environmental regulations.

3.2.4. You undertake to promptly inform DesaJet of any changes in laws or regulations that may affect your operations.

3.2.5. The aircraft used for the Flights are maintained in excellent operational condition, in compliance with all applicable maintenance and safety standards, and are airworthy in accordance with the standards set forth by relevant aviation authorities.

3.2.6. You ensure that all aircraft are insured with appropriate coverage as required by law, including but not limited to liability insurance for passengers and third parties.

3.2.7. All personnel, including pilots, crew members, and ground staff employed or contracted by you, are fully qualified, trained, and licensed to perform their respective duties.

3.2.8. You warrant that all personnel comply with the highest standards of professionalism, safety, and customer service.

3.2.9. You are aware that when responding to Users, standard telecommunication charges may apply which shall be solely borne by you.

3.2.10. All information provided by you to DesaJet, including but not limited to aircraft details, flight schedules, and pricing, is true, accurate, complete, and not misleading.

3.2.11. You agree to promptly update any information provided to DesaJet to ensure its continued accuracy.

3.2.12. Without prejudice to any other provisions, information which you have submitted to us for your registration as a Partner on the Platform, which may include your personal data, may be linked to the account on the Platform or otherwise be temporarily displayed in the course of the Services on the Platform. You hereby give your consent to such use of information for the purposes of the Services, and to facilitate your use of the Platform. Your use of the Platform or any part thereof may be monitored by us or a third party service provider to provide you with information on your business and account as well as better services. You further agree that any personal data you receive via the Platform or otherwise in connection with the Service shall only be used for the direct and specific purpose for which you are originally provided the personal data, and such personal data shall be deleted or anonymized once the personal data is no longer required to be retained for the said purpose. For the avoidance of doubt, when you are provided with personal data of a User via the Platform for the purposes of obtaining prior confirmation to amend an order placed, you shall only use the personal data provided for that sole purpose and remove it as soon as you no longer need the data for that purpose.

**3.3. If you are a User**, you further represent, warrant and undertake that:

3.3.1. Your use of the Service is for your own sole, personal use or, where permitted, for the use of another person who is at least twelve (12) years old (“Unaccompanied Minor”), in which case you shall assume primary responsibility of the Unaccompanied Minor.

3.3.2. You will not use the Application, Platform and/or the Software to cause nuisance, annoyance, inconvenience or make fake bookings.

3.3.3. Where applicable, you agree to indicate the accurate number of passenger(s) when requesting for the Service. You further acknowledge and agree that if the information on the number of passengers is untrue or inaccurate, the Partner is entitled to cancel your booking and you may be charged a Cancellation Fee.

3.3.4. You shall not contact the Partner for purposes other than the Service.

3.3.5. You shall not intentionally or unintentionally cause or attempt to cause damage to the Partner or any property of the Partner.

#### **4. Compatibility**

Different models or versions of routers, browsers and devices may have firmware or settings that are not compatible with the Application, Platform and Software. While we continuously develop the Application, Platform and Software in order to, as far as possible, support all commonly used devices and models in markets and all browsers where the Application, Platform and Software is likely to be accessed from, we do not warrant compatibility of the Application, Platform and Software with specific mobile devices or other hardware.

#### **5. License Grant and Restrictions**

5.1. DesaJet and its licensors, where applicable, grant you a revocable, non-exclusive, non-transferable, limited license to use and access the Application and/or the Software to use the Service, subject to the terms and conditions of this Agreement. All rights not expressly granted to you are reserved by DesaJet and its licensors.

5.2. You shall not:

5.2.1. post, distribute or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior consent of the owner of such proprietary rights; or

5.2.2. remove any copyright, trademark or other proprietary rights notices contained on the Application or Platform.

## **6. Payments**

### **6.1. Payment Terms for Partners**

6.1.1. You are responsible for setting the prices for the Flights to DesaJet and you agree that all prices provided are accurate, transparent, and inclusive of all applicable taxes, fees, and charges.

6.1.2. You agree that the price listed for each Flight on the Platform is inclusive of DesaJet's commission fee. The price provided at the time of listing will be the total amount displayed to Users, and this amount shall include all applicable fees, taxes and DesaJet's commission. You acknowledge that the listed price reflects the total cost of the Flight, inclusive of DesaJet's commission, and shall not seek any additional compensation from DesaJet or the User beyond the listed price.

6.1.3. YOU ACKNOWLEDGE AND CONFIRM THAT DESAJET MAY ADMINISTER AND ACT AS YOUR COLLECTION AGENT TO PAY TO YOU THE TOTAL AMOUNT OF USER CHARGES DUE TO YOU IN RESPECT OF YOUR PROVISION OF THE FLIGHT.

6.1.4. DesaJet retains the right to suspend the processing of any transaction where it reasonably believes that the transaction may be fraudulent, illegal or involves any criminal activity or where you and/or the User have breached any of the Terms in this Agreement. In such an event, you shall not hold DesaJet liable for any withholding of, delay in, suspension, forfeiture or cancellation of, any payment(s) to you.

6.1.5. DesaJet may, at its sole discretion, make promotional offers with different features and different rates on the Platform to any of the User whereby these promotional offers shall not commercially affect you at any time.

6.1.6. Payments due to you will be remitted by DesaJet immediately upon confirmed booking and payment made by User via the Platform.

6.1.7. Payments will be made via the payment method specified by you during registration, such as bank transfer or another agreed-upon method.

6.1.8. You are responsible for determining and remitting all applicable taxes, including but not limited to sales tax, VAT, or other taxes, associated with the operation of your Flights.

6.1.12. DesaJet will not withhold or remit any taxes on behalf of you, except where required by law. You agree to indemnify and hold DesaJet harmless from any claims, liabilities, or penalties arising from your tax obligations.

6.1.13. In the event of any disputes regarding payments, you must notify DesaJet in writing within 30 days of receiving the payment. DesaJet will investigate the dispute and use commercially reasonable efforts to resolve it promptly.

6.1.14. If the dispute cannot be resolved amicably, the matter will be handled in accordance with the dispute resolution provisions in these Terms.

## **6.2 Payment Terms for Users:**

6.2.1. Users are required to make full payment of the Users Charges for all services offered in the Application by the method selected at the time of booking, or one of the automated payment methods available to you on the Application. Any payment pursuant to such selection is non-refundable and irrevocable. In any event DesaJet pays, in part or in full, any User Charges on your behalf related to your use of the Service, you are required to reimburse DesaJet the corresponding amount in the manners and deadline specified by DesaJet.

6.2.2. Automated payment may be made by credit card and or debit card or where available by such other methods as are made available in the Application.

## **7. Cancellation**

### **7.1. User-Initiated Cancellation**

7.1.1. Due to the short-notice nature of Empty-Leg Flights, all Flights booked under this Platform are non-refundable. Once a booking is confirmed, you cannot cancel the booking, and no refunds or credits will be provided, regardless of the reason for cancellation.

### **7.2. Partner-Initiated Cancellation**

7.2.1. In the event you cancel the Flight for any reason, the User will be entitled to a full refund of the booking amount via the same mode of payment made by the User. The refund will be processed within 24 hours of Partner-Initiated Cancellation.

## **10. Complaints**

10.1. Any complaints between Partners and Users must be taken up with each other directly.

## **11. Repair and Cleaning Fees for Users**

11.1. Where applicable, you shall be responsible for the cost of repairing any damage to or necessary cleaning of the Partner's property as a result of your misuse of the Flights or breach of the Terms of Service herein. DesaJet may facilitate payment for reasonable cost of such repair or cleaning on behalf of the Partner via your designated payment method or demand from you in cash, in the event a request for repair or cleaning request by the Partner has been verified by DesaJet.

## **12. Intellectual Property Ownership**

12.1. DesaJet and its licensors, where applicable, shall own all right, title and interest, including all related intellectual property rights, in and to the Platform and by extension, the Service as well as any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the same. The Terms of Service do not constitute a sale agreement and do not convey to you any rights of ownership in or related to the Service, the Platform, or any intellectual



property rights owned by DesaJet and/or its licensors. DesaJet's name, DesaJet's logo, the Service, the Platform and the third party flight providers' logos and the product names associated with the Platform are trademarks of DesaJet or third parties, and no right or license is granted to use them. For the avoidance of doubt, the term the Platform herein shall include its respective components, processes and design in its entirety.

12.2. You may be able to submit your content publicly available via or otherwise in relation to certain feature(s) of the Platform. Save where otherwise specified in the Agreement, DesaJet does not claim ownership of the content that you provide us with. Where you upload or provide us with any content that is covered by intellectual property rights, you (a) irrevocably grant DesaJet a royalty-free, worldwide, perpetual, non-exclusive, unrestricted right and license to host, store, use, reproduce, modify, edit, adapt, translate, create derivative works of, publish, publicly perform or display, distribute, sublicense, or otherwise provide to others, your content (including without limitation name and/or likeness) in any and all media, formats, and channels (now in existence or hereinafter developed) for any purpose; and (b) undertake that you have the right to grant us such license and shall remain responsible for the content you provided. For the avoidance of doubt, you also grant to DesaJet the right (though you acknowledge and agree that DesaJet shall not be so obliged) to use your name and/or likeness in connection with the submitted materials and other information as well as in connection with all advertising, marketing and all promotional material related thereto. If you choose to give us feedback, such as suggestions to improve our services, we may act on your feedback without obligation to you.

### **13. Taxes**

13.1. You agree that this Agreement is subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be applicable from time to time. You shall comply with all applicable laws and take all steps required to enable, assist and/or defend DesaJet to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Service.

13.2. If you are a Partner, you are accountable for paying any tax and statutory contributions due in respect of sums payable to you under or in connection with this Agreement.

### **14. Confidentiality**

14.1. You shall maintain in confidence all information and data relating to DesaJet, its services, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to you by or on behalf of DesaJet (whether orally or in writing and whether before, on or after the date of this Agreement) or which are otherwise directly or indirectly acquired by you from DesaJet, or any of its affiliate companies, or created in the course of this Agreement. You shall further ensure that you only use such confidential information in order to use the Service, and shall not without DesaJet's prior written consent, disclose such information to any third party nor use it for any other purpose.

14.2. The above obligations of confidentiality shall not apply to the extent that you can show that the relevant information:

14.2.1. was at the time of receipt already in your possession;

14.2.2. is, or becomes in the future, public knowledge through no fault or omission on your part;

14.2.3. was received from a third party having the right to disclose it; or

14.2.4. is required to be disclosed by law.

## **15. Data Privacy and Personal Data Protection Policy**

15.1. DesaJet collects and processes your Personal Data in accordance with its Privacy Policy. The Privacy Policy applies to all of DesaJet's Services and its terms are made a part of this Agreement by this reference.

15.2. Where applicable, you agree and consent to DesaJet, its subsidiaries and any of its affiliate companies collecting, using, processing and disclosing Personal Data as further described in our Privacy Policy.

15.3. You acknowledge that DesaJet may disclose Personal Data of other individuals to you in the course of your use of DesaJet's Services. You represent and warrant that you will only use such Personal Data for the purpose for which it was disclosed to you by DesaJet, and not for any other unauthorized purposes.

## **16. Third Party Interactions**

16.1. During use of the Service, you may enter into correspondence or transactions with third parties who display or offer their goods and/or service through the Platform or Application. Any such communication or agreement is strictly between you and the applicable third party and DesaJet and its licensors shall have no liability or obligation for any such communication or agreement. Neither DesaJet nor any of its affiliate companies endorses any applications or sites on the Internet that are linked through the Platform or Application, and in no event shall DesaJet, its licensors or its affiliate companies be responsible for any content, products, services or other materials on or available from such sites or Partners. Certain Partners of transportation and/or services may require your agreement to additional or different Terms of Service and privacy policies prior to your use of or access to such transportation or services, and DesaJet is not a party to and disclaims any and all responsibility and/or liability arising from such agreements between you and the Partners. You acknowledge that such additional or different terms of use and privacy policies may apply to your use of such third party services. DesaJet is not liable for any information that you provide to or authorize us to provide to a third party, or for such third party's collection, use and disclosure of such information.

16.2. DesaJet may rely on third party advertising and marketing supplied through the Service and other mechanisms to subsidize the Service and/or to earn additional revenue. You agree to receive such advertising and marketing. If you do not want to receive such advertising and marketing, please refer to our Privacy Policy for instructions to unsubscribe or update your privacy settings. You agree and allow DesaJet to compile and release information regarding you and your use of the Service on an anonymous basis as part of a User profile or similar report or analysis. You agree that it is your

responsibility to take all precautions in all actions and interactions with any third party you interact with through the Service and/or advertising or marketing material supplied by third parties through the Service.

16.3. We may include hyperlinks to other websites or content on the Internet that are owned or operated by third parties or otherwise display content or material provided by third parties ("**Third Party Content**"). Such Third Party Content are not under our control and we are not responsible or liable for any errors, omissions, delays, defamation, libel, slander, falsehood, obscenity, pornography, profanity, inaccuracy or any other objectionable material contained in the content, or the consequences of accessing, any linked website. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk. Please approach our Help Centre should you have any questions or concerns about any of the Third Party Content.

## **17. Indemnification**

17.1. By agreeing to the Terms of Service upon using the Service, you agree that you shall indemnify and hold Desajet, its licensors and each such party's affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs and/or regulatory action) arising out of or in connection with: (a) your use of the Service, the Platform, Software and/or the Application in your dealings with the Partners or Users (as the case may be), third party merchants, providers, partners, advertisers and/or sponsors, or (b) your violation or breach of any of the Terms of Service, any third party terms and conditions or any applicable law or regulation, whether or not referenced herein, or (c) your violation of any rights of any third party, including Partners or Users arranged via the Service, or (d) your use or misuse of the Service, the Platform, Software and/or the Application;

## **18. Disclaimer of Warranties**

18.1. The Application, its content and any related service(s) is provided to you on an "as is" basis. Desajet makes no representations or warranties of any kind, express or implied, in connection with the Software, Application, Platform, Service, these Terms of Service, the content or any related service(s). Although we make reasonable efforts to keep the Application up-to-date, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date. We shall not be liable for any direct, indirect or consequent loss arising from the modifications or amendments to the Software, Application, Platform, Service, or Terms of Service.

18.2. Desajet makes no representation or warranty of any kind whatsoever, express or implied, in respect of the Flights provided by Partners or any Flights procured through the use of the Service. You agree that you shall bear all risk arising out of your use of the Flights provided by Partners and shall have no recourse to Desajet in respect of the same.

## **19. Internet Delays**

The service, platform, application and/or the software may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications including the device used by you or the partners being faulty, not connected, out of range, switched off or not functioning. Desajet is not responsible for any delays, delivery failures, damages or losses resulting from such problems.

## **20. Limitation of Liability**

20.1. Unless otherwise stated, and to the fullest extent allowed by law, any claims against desajet by you shall be limited to the aggregate amount of all amounts actually paid by and/or due from you in utilising the service during the event giving rise to such claims. Desajet and/or its licensors shall not be liable for any loss, damage or injury which may be incurred by or caused to you or to any person for whom you have booked the service or flight, including but not limited to:

20.1.1. Loss, damage or injury arising out of, or in any way connected with the service, the platform, application and/or the software;

20.1.2. The use or inability to use the service, the platform, application and/or the software;

20.1.3. Any reliance placed by you on the completeness, accuracy or existence of any advertising; or

20.1.4. As a result of any relationship or transaction between you and any user, partner, merchant, advertiser or sponsor whose advertising appears on the website or is referred to by the service, the application and/or the software, even if desajet and/or its licensors have been previously advised of the possibility of such damages.

20.2. Desajet does not warrant and represent that it assesses or monitors the suitability, legality, ability, movement or location of any users or partners including merchants, advertisers and/or sponsors and you expressly waive and release desajet from any and all liability, claims or damages arising from or in any way related to the users or partners including third party transportation providers, merchants, advertisers and/or sponsors.

20.3. Desajet will not be a party to disputes, or negotiations of disputes between you and users or and partners including merchants, advertisers and/or sponsors. Unless you are a corporate user with a current corporate account with desajet, desajet cannot and will not play any role in managing payments between you and the partners, including merchants, advertisers and/or sponsors. Responsibility for the decisions you make regarding services and products offered via the service, the software and/or the application (with all its implications) rests solely with and on you. You expressly waive and release desajet from any and all liability, claims, causes of action, or damages arising from your use of the service, the software and/or the application, or in any way related to the third parties including third party transportation providers, merchants, advertisers and/or sponsors introduced to you by the service, the software and/or the application.

20.4. The quality of the flights scheduled through the use of the service is entirely the responsibility of the partners who ultimately provides such flight to users. You understand, therefore, that by using the service, you may be exposed to transportation that is potentially dangerous, offensive, harmful to minors, unsafe or otherwise objectionable, and that you use the service at your own risk.

## **21. Notice**

21.1. DesaJet may give notice through the Application, electronic mail to your email address in the records of DesaJet, or by written communication sent by registered mail or pre-paid post to your address in the record of DesaJet. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by registered mail or pre-paid post) or 1 hour after sending (if sent by email). You may give notice to DesaJet (such notice shall be deemed given when received by DesaJet) by letter sent by courier or registered mail to DesaJet using the contact details as provided in the Application.

## **22. Assignment**

22.1. This Terms of Service as modified from time to time may not be assigned by you without the prior written approval of DesaJet but may be assigned without your consent by DesaJet. Any purported assignment by you in violation of this section shall be void.

## **23. Dispute Resolution**

23.1. This Terms of Service shall be governed by **Malaysian** law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Terms of Service or the Service shall be referred to the Asian International Arbitration Centre ("**AIAC**"), in accordance with the Rules of the AIAC as modified or amended from time to time (the "**Rules**") by a sole arbitrator appointed by the mutual agreement of you and DesaJet (the "**Arbitrator**"). If you and DesaJet are unable to agree on an arbitrator, the Arbitrator shall be appointed by the President of AIAC in accordance with the Rules. The seat and venue of the arbitration shall be Kuala Lumpur, in the English language and the fees of the Arbitrator shall be borne equally by you and DesaJet, provided that the Arbitrator may require that such fees be borne in such other manner as the Arbitrator determines is required in order for this arbitration clause to be enforceable under applicable law.

## **24. Relationship**

24.1. Nothing contained in these Terms of Service shall be construed as creating any agency, partnership, or other form of joint enterprise with DesaJet.

## **25. Severability**

25.1. If any provision of the Terms of Service is held to be invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.

## **26. No Waiver**

26.1. The failure of DesaJet to enforce any right or provision in the Terms of Service shall not constitute a waiver of such right or provision.

## **27. Entire Agreement**

27.1. This Agreement comprises the entire agreement between you and DesaJet and supersedes any prior or contemporaneous negotiations or discussions.

## **28. Suspension and Termination; Modification of Platform Content**

28.1. You agree that we may do any of the following, at any time, without notice: (i) to modify, suspend or terminate operation of or access to the Platform, or any portion of the Platform (including access to your Account and/or the availability of any products or services), for any reason; (ii) to modify or change any applicable policies or terms; and (iii) to interrupt the operation of the Platform or any portion of the Platform (including access to your Account and/or the availability of any products or services), as necessary to perform routine or non-routine maintenance, error correction, or other changes. We shall not be required to compensate you for any suspension or termination.

28.2. Without prejudice to any other provisions, we may vary, modify or remove Platform Content without notice (including without limitation information relating to the availability of a product or service, product or service descriptions, pricing, promotions, offers, product shipping charges and transit time). In the event any Platform Content contains any typographical errors, inaccuracies, omissions or otherwise violates DesaJet Policies, we reserve the right (but shall not be obliged, save to the extent where mandated by applicable laws) to carry out any such measures as DesaJet deems appropriate (collectively, "Rectification Measure") including without limitation (i) correcting the said errors, inaccuracies or omissions, (ii) changing or updating information; and/or (iii) where applicable, cancelling the affected orders at any time without prior notice (including without limitation after an order has been submitted).

## **29. No Third Party Rights or Assignment**

This agreement does not give rights to any third parties who are not party to this Agreement.