Easy Cancel Terms & Conditions

Hopper Inc. ("**HTS**") provides Easy Cancel ("**Product**") to customers in connection with certain otherwise non-refundable bookings of flights purchased by users ("**you**") through the airasia.com website and AirAsia MOVE mobile application (the "**Platform**") owned by MOVE Travel Sdn. Bhd. ("**Move**").

The Product is provided subject to and in accordance with the terms and conditions set forth below (the "**Product Terms**"), HTS' general <u>Terms of Service</u> applicable to all HTS services, sites, and apps, and Hopper's <u>Privacy Policy</u>. By purchasing the Product, you agree to the Product Terms, Hopper's general Terms of Service and Privacy Policy.

Your booking of flight(s) and use of the Platform may also be subject separately to the Platform's <u>Terms of Use</u> and <u>Privacy Statement</u>. You acknowledge that, for the provision of the Product by HTS, Move will disclose to HTS the email address you submit to AirAsia, which HTS will then use according to its own means and purposes, in accordance with its Privacy Policy, none of which are determined or controlled by Move. You also acknowledge that this disclosure might result in this personal information being transferred to and stored within the United States of America, amongst other locations. By purchasing the Product you consent to the foregoing on behalf of yourself and on behalf of any other person whose personal information you submit to Move (in which case you have sought out and obtained the consent of these persons).

- **1. How it works**. If you have purchased the Product through the Platform in relation to a booking, you may cancel that purchased booking through the Platform and receive a full or partial refund, as provided in the below paragraphs. Neither documentation nor reason will be required in order to cancel. After the timeframe specified in Sections 3 and 6 of these Product Terms has passed, the Product will expire and any changes or cancellations to your booking will be subject to the fare rules imposed by AirAsia. You will need to be registered and logged in as an AirAsia member to purchase or exercise the Product.
- 2. Cancel For Any Reason Purchase Price. The fee to purchase the Product is a nonrefundable service fee ("Product Fee"), but the Product Fee will be paid back by AirAsia if the flights on your booking are canceled or if your flight is delayed more than 3 hours (and notwithstanding Section 5, you will be paid back in these instances to your original form of payment by AirAsia). Note that the product must be purchased using a credit card, debit card, online banking, or any other payment method available on the Platform in each respective country.
- **3. Valid Cancelation**. Except as provided in Sections 6 and 7, in order to be eligible for a refund from HTS, you must cancel your booking on the Platform at least forty eight (48) hours prior to the scheduled departure time of the first flight on the booking for which you purchased the Product. No Cancellation of Booking can be made via other methods such as telephone, email, AskBo chat or over the counter.
- 4. Form and Amount of Refund. Upon a valid cancellation of your booking within the timeframe

specified in Section 3 of these Product Terms, HTS will refund to you the percentage of the cost that you selected for your purchased flight including the base fare, surcharges and applicable taxes, fees and charges ("TFCs"), as well as all ancillaries, as specified in the Product option that you purchased. Such refund will be in the form described in Section 5 of these Product Terms. A valid exercise of a Product option entitles you only to the refund described above. The total amount covered is based on your original ticket and not for any subsequent tickets because of changes you made to your booking or ancillaries purchased after your initial ticket. Except as otherwise required by the law and/or regulation of the specific country where the flight ticket was purchased, all refunds will be made in the currency in which the booking was paid for.

- 5. Getting Refunded by HTS. The refund process will be administered by HTS. HTS may utilize Hyperwallet payment services to deliver refund payments to you. Such refund payment services are subject to the Hyperwallet Terms of Service and the Hyperwallet Privacy Policy. Payments by HTS of the refund amounts will be processed within ten (10) business days. Hyperwallet is a service provided by a third-party not affiliated with Move or HTS. To use Hyperwallet to receive your refund, you will need to enter into a direct contract with Hyperwallet and agree to comply with the applicable terms and conditions linked to above. Payout options made available to you will be chosen in the sole discretion of Hyperwallet and, depending on the options made available for you, you may be required to create an account with Hyperwallet, if you do not already have one, in order to receive your refund. Before paying you your refund, Hyperwallet may be required to collect certain information from you in order to comply with anti-money laundering, sanctions and other requirements. The receiving bank account details that you provide for the purpose of refund must belong to the same original customer who purchased the CFAR policy and the flight(s). The Parties and/or its payment partners reserve the right to withhold the payout and report to regulators for any suspected fraudulent activities. If you do not satisfy any of these requirements (as determined by Hyperwallet and without input from Move or HTS), you will be required to directly contact Move (who is not ultimately responsible or liable for the refund process and/or its outcome), and may not be entitled to any refund. Because you will enter into a contract directly with Hyperwallet, any liability or obligations Hyperwallet owes to you in relation to your use of Hyperwallet will be determined by your agreement with Hyperwallet, and not by Move or HTS.
- **6. Exclusions.** The Product is not available to exercise following the earlier of:
 - a.. a cancellation of any flight for any reason, including as a result of a force majeure; or
 - b.. any circumstance in which you have requested or are otherwise entitled to compensation from AirAsia under AirAsia's policies for any flight or booking subject to the Product.
 - c. in cases of early or delayed departure of less than three hours (where any refund claim shall be requested directly from AirAsia).

In the circumstances described above, whether you are entitled to a refund of all or any portion of the amount you paid for your booking will be subject to the fare rules imposed by the airline or your ticket. In all cases described in Section 6(b), the Product Fee will remain non-refundable.

7. Other Restrictions.

- a. The Product may only be purchased at the time of booking and may not be added after the booking.
- b. The Product must be purchased for all passengers on the booking, and for all segments or legs of such booking. Exercising the Product for any flight in the booking will result in a cancellation of all purchased flights for all legs or segments (including outbound and return flights). If there is more than one passenger on the booking, the passenger who made the booking shall determine how to exercise the Product which shall apply to any other passenger included on the travel itinerary.
- c. If you split the booking into two bookings, you will lose the right to cancel your flight and receive a refund for either of the bookings.
- d. If you make a voluntary change to your departure date, and the exclusions described in Section 6 do not apply, you can still cancel your trip for any reason, but your right to use the Product will expire at the earlier of (1) the original cancellation deadline as described in Section 3 or (2) 48 hours prior to your newly scheduled departure for the first flight on your itinerary. If you cancel your booking after this time, you will not be entitled to any refund from HTS.
- e. If your purchased flight has been modified at your request after booking (including but not limited to a change in departure date as described above), and the exclusions described in Section 6 do not apply, you can still cancel your trip for any reason, but the Product will apply only to the original amount of the purchased flight and will not take into account any changes to the total purchase cost as a result of your decision to change the origin, destination or date of travel.
- f. HTS may not offer the Product on every flight offered on the Platform. HTS reserves the right to deny the purchase of the Product to any customer for any lawful reason.
- g. Except as otherwise explicitly provided in these Product Terms, the Product is only valid for the booking for which the Product was purchased, is not transferable and cannot be carried over to any future bookings.
- **8. Application of Certain Taxes**. The Product Fee paid for the Product is inclusive of certain taxes. The fee paid for the Product is subject to tax as set forth on the Platform at the time of purchase.
- **9. Additional Information**. Certain jurisdictions have adopted laws and/or regulations requiring airlines to compensate passengers in the event of certain cancellations, delays or other disruptions to scheduled air travel (a "**Passenger Rights Regime**"). You may have rights under these Passenger Rights Regimes even if you do not purchase the Product. The value the Product provides is as a quick and easy way for you to get a refund in the event you decide to cancel your flight, without having to go through your airline carrier. For more detailed information regarding the circumstances in which you may be entitled to a refund even if you do not purchase the Product, see AirAsia's policies.

- **10. Not Insurance**. Subject to the restrictions and exclusions described above, the Product allows flight tickets purchased on the Platform to be canceled for any reason without incurring additional fees. HTS provides its customers with the Product a more seamless and flexible experience. The Product Terms are not intended to constitute an offer to insure, do not constitute insurance or an insurance contract, and do not take the place of insurance obtained or obtainable by you such as travel insurance or coverage which can be obtained via purchases made with a credit card.
- **11. Modification**. HTS may make changes or updates to these Product Terms at any time, at its discretion. HTS will provide notice of such changes by publishing an amended version of these Product Terms on the Platform.

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