

Terms of Use / disclaimer

§ 1 By using the services of the IACS Portal, this terms of use/disclaimer shall be accepted.

§ 2 The functionality of the IACS Portal shall be exclusively for commercial and non-commercial use

- to browse and manage the user's slot portfolio pursuant to EU Reg. No 95/93 (EU Airportslot Regulation)
- to give access for consultation to
- provide airports, agents with

Additional use and sale of the services of the IACS Portal for commercial purposes shall not be allowed. The use or operation of the IACS Portal by means of electronic and/or automated tools is only permitted with prior approval from IACs and can be withdrawn if used disproportionately.

All other uses shall require the prior written approval of the Portal Association, IACS.

§ 3 The Customer shall ensure that the Users shall access and use only those functions of the IACS Portal specified on the Application Form and only for the purposes of

- inputting, editing, viewing, deleting and downloading the Customer own Data and / or
- viewing , editing and downloading Non-Customer Data,pursuant to EU Reg No 95/93 or authorized by the relevant carrier(s),
- for the Customer's own internal and proper business purposes.

The Customer warrants that the information it supplies on the Application Form is correct and submitted by an Authorized Representative. The Customer shall inform the Portal Administrator immediately of any change in the identity of the Authorized Representative. Where the Customer has applied for access to edit or add or delete flights from any Non- Customer Data, it confirms that the relevant carrier(s) have authorized such access.

§ 4 The Customer shall ensure that the Users do not access the IACS Portal other than from equipment which must comply with the Technical Requirements; or make access to or use of the IACS Portal available to any third party nor use the IACS Portal on behalf of or for the benefit of any

§ 5 The Customer shall ensure the accuracy of the Customer Data when editing it on or inputting it onto any Coordinator's Database. The Customer shall comply with all relevant laws, regulations and industry rules relating to the Customer Data and the Non-Customer Data.

§ 6 As the compilation of the data is dependent on the correctness and completeness of the information of the respective user, the Portal Association shall not be liable for the information that is transmitted as a result of incorrect, incomplete or improper information input by the user.

§ 7 The Portal Association shall not accept liability for the improper handling, modification or distribution of the data material originally transmitted and forwarded after these have left its data processing systems and thus the sphere of influence of the IACS Portal.

§ 8 The Portal Administrator shall provide and the Customer shall accept access to and use of the IACS Portal under these terms of use.

§ 9 The data have been carefully compiled by the Portal Association. The Portal Association cannot guarantee that the information is correct, complete or up-to-date.

§ 10 The IACS Portal contains links to the different national coordination systems of their partners. The Portal Association has neither knowledge of nor influence on their contents and expressly does not make this content its own. The Portal Association dissociates itself from the contents of the national coordination systems that are linked to and shall not be liable for infringements that lie outside its sphere of influence.

§ 11 Use of website – The contents and layout of this website are protected by copyright. The pages and their contents may only be duplicated with the prior written consent of the Portal Association.

§ 12 The Portal Association reserves the right to unilaterally change, supplement and replace this terms of use/disclaimer for the IACS Portal.

§ 13 In addition and without prejudice to its other rights or remedies, the Portal Administrator shall be entitled to terminate the Agreement forthwith if the Customer:

(a) does not pay the Charges due under these terms by the due date;

(b) commits a material breach of any of these terms and fails to remedy the breach within 14 days of receipt of notice in writing from the Portal Administrator specifying the breach and requiring its remedy; or

(c) ceases or threatens to cease to carry on business;

(d) if the Customer or its Users commit any material abuse of the IACS Portal, including, without limitation, by:

- requesting and/or holding slots which they have no intention of operating or no longer require, and/or taking any action with the intention of denying slot capacity to another Customer or other aircraft operator; and/or

- using IACS Portal in any way, with the intention to, or effect of, directly or indirectly prejudicing the interests of the Portal Administrator, the Portal Administration, one of the members of the Portal Administration or another customer.

§ 14 Except as expressly provided in the terms of use, the Customer shall acquire no title in, or ownership of or rights in relation to all or any of the Non-Customer Data, the Databases or the IACS Portal data. Any Intellectual Property Rights in the Non-Customer Data, Databases or IACS Portal data shall remain vested in the Portal Association, coordinators and/or its licensors, as applicable.

§ 15 These terms of use/disclaimer of the IACS Portal and the entire legal relationship between the users of the IACS Portal and the Portal Association shall be subject exclusively to German law. Should individual provisions of these terms of use/disclaimer for the IACS Portal be or become invalid, the validity of the remaining provisions shall not be affected thereby.

§ 16 For all disputes with Users that are entrepreneurs pursuant to § 14 of the German Civil Code (BGB), the place of jurisdiction shall be Frankfurt/Main.