



Carriers Login Zone Section Terms of Use

CARRIERS LOGIN ZONE SECTION TERMS OF USE

§1 GENERAL

1. These Terms of Use describe the principles of operation and terms use of Carriers Login Zone Section.
2. Terms used in these Terms of Use have the following meaning:
 - a) Terms of Use – these Terms of Use;
 - b) Site - Carriers Login Zone Section created by the Administrator on website www.krakowairport.pl;
 - c) Administrator - the company Międzynarodowy Port Lotniczy im. Jana Pawła II Kraków - Balice sp. z o.o.;
 - d) User – air carrier using the Site, which has effectively set up an account on the Site by obtaining a login and password from the Administrator allowing them to log in;
 - e) Data - information posted on the Site by the Administrator, including presentations of Międzynarodowy Port Lotniczy im. Jana Pawła II Kraków-Balice, detailed statistics of passenger traffic as well as ASQ and Final Destination surveys.
3. The Terms of Use are available, before registration, in two languages – English and Polish, on www.krakowairport.pl, tab B2B/Usługi Lotnicze/ROUTE BOX/Carriers Login Zone.

§2 SITE USE POLICY

1. The principal purpose of the Site is to keep Users informed about ongoing passenger traffic statistics, attract new air carriers and expand Krakow Airport's route network.
2. All Data posted by the Administrator constitute a database, to which only registered users have unrestricted access.
3. Registration is voluntary, free of charge and available for air carriers only.
4. To register, a User has to correctly fill in all mandatory fields of the registration form available on Administrator's website, confirm that he/she has read the Terms of Use and agree to unconditionally comply with its provisions.
5. Registration is performed using User's e-mail, and via Administrator's website on which the Site has been posted.
6. One User can have only one account.
7. By registering, a User agrees for the processing of his/her data by the Administrator, for the purpose of providing services related to the operation of the Site.
8. Every User has the right to demand that the Administrator amend Data submitted to the Administrator in the registration form; in order to amend User Data an e-mail must be sent to the Administrator to the address aviation@krakowairport.pl.
9. If a User account is removed, the data will be anonymised, preventing identification of the User.
10. Contents posted on the Site are the property of the Administrator and are protected under the provisions of the Act on Copyright and Related Rights of 04.02.1994 (consolidated text: Journal of Laws of 2006, No. 90, item 631, as amended).
11. Administrator reserves the right to amend the content of data published on the Site at any time, without prior notice to Users.
12. The Administrator reserves the right to terminate the Site at any time, without prior notice to Users.

§3 CONFIDENTIALITY

1. User agrees to keep confidential the Data obtained through the Site.
2. The obligation to keep the Data confidential means in particular that the User is not allowed to duplicate the Data or share it with any third party, except for persons that will have contact with the Data because of their cooperation with the User. The User is responsible for any breach of obligations arising out of these Terms of Use by the persons indicated above, as for its own actions.
3. The User undertakes to use its best endeavours to ensure that the means of communication used by him for the reception, transmission and storage of information, guarantee Data security against access by unauthorized third parties.
4. If an authority or another entity authorized to do so by virtue of law should request the Data to be made available, the User is obliged to immediately inform the Administrator.

§4 USER LIABILITY POLICY

1. In case of violation of the provisions of these Terms of Use, the Administrator is entitled to fully or partially restrict User's access to Data posted on the Site, and to delete User's account, as well as charge the User a penalty of 1,000 PLN (say: one thousand zloty).
2. The following constitute a breach of the Terms of Use:
 - a) User taking actions that hinder the operation of the Site or make it difficult to use its contents;
 - b) taking actions violating the rights of the Administrator, including both pecuniary and non-pecuniary rights, in particular copyright, as well as using Data obtained through the Site for such violations;
 - c) taking steps to undermine the good name of the Site and/or the Administrator;
 - d) taking measures involving the use of any functionality of the Site to distribute Data contained therein;
 - e) unauthorized sharing of Data with third parties.

§5 COMPLAINTS AND LIABILITY OF THE ADMINISTRATOR

1. The user can complain about disruptions in the functioning of the Site by reporting such disruptions to the Administrator by sending an e-mail to the address: aviation@krakowairport.pl.
2. Complaints will be handled on an ongoing basis by Site service team not later than 14 days after a complaint is filed, however, the Administrator reserves the right to leave a complaint without reply if it relates to malfunctions caused by ignorance of Terms of Use, or failure by the User to follow instructions given to Users on an ongoing basis via the Site or directly by the Administrator.
3. The Administrator reserves the right to interfere with the technical structure of User's account, in order to identify malfunctions in the functioning of the account or the Site.
4. The Administrator shall not be liable for:
 - a) any damage resulting from the way in which Users use the Site, provided that such actions of Users do not constitute normal use of the Site in accordance with its intended purpose;
 - b) consequences of a third party gaining access to User's password, if it happened through User's fault;

- c) password and data being made available to authorized persons under the relevant provisions of law;
 - d) non-authenticity of Data generated by a User of the Site and for any consequences of their use by the User outside the Site;
 - e) any measures taken against a User in connection with his/her breach of the law or these Terms of Use, in particular for a full or partial block of the Account, a restriction on the use of certain services or functionalities of the Site, or removal of the Account;
 - f) loss of Site Data stored in computer systems of the Administrator, caused by hardware failure, malfunction of the internet, and loss caused by actions of third parties.
5. The Administrator will make every effort to ensure the Site and all services provided via the Site work continuously without any interruption, however the Administrator shall not be liable for any interference not-attributable to the Administrator or caused by force majeure or unlawful interference by Users or third parties.
 6. The Administrator reserves the right to temporarily, completely or partially shut off the Site or specific components of the Site, in order to improve it, add data or perform maintenance, without prior notice to Users.

§6

ADDITIONAL PROVISIONS

1. Any provision of the Terms of Use may be changed by the Administrator.
2. If the Terms of Use are changed, the Administrator will notify the User of such change to the Terms of Use by providing a unified text of the Terms of Use via the Site or via e-mail.
3. If the User uses the Site after changes are introduced to the Terms of Use, the User is deemed to be familiar with the Terms of Use and to unconditionally accept the new contents of the Terms of Use.
4. If the User does not accept changes to the Terms of Use, he/she should make a statement and notify the Administrator of such decision within 14 days, by sending an e-mail to the Administrator to the address aviation@krakowairport.pl.
5. A statement of no acceptance of changes to the Terms of Use will cause User's account to be removed.
6. The Terms of Use shall come into effect on 19.02.2014.