



FINNAIR CARGO ONLINE

Terms and Conditions

The USER AGREEMENT governs your use of Finnair Cargo Online services available on www.cargo.finnair.com, provided by Finnair Cargo Oy.

Thank you for visiting www.cargo.finnair.com ("Web Site"). This USER AGREEMENT ("Agreement") governs your use of Finnair Cargo Online service ("Service") provided by Finnair Cargo ("Service Provider"). You can access this agreement at any time by opening Terms and Conditions at the bottom of this page. This Web Site is offered to the registered user ("User") conditioned on acceptance by the User of this Agreement without modification, limitation or qualification of the terms and conditions contained herein. By accessing and using this Web Site, the User is deemed to have agreed to all such terms and conditions on behalf of himself and any other person for whom the User is legally authorized to act.

You represent and warrant that you possess the legal right and ability to enter into this Agreement and to use the Web Site in accordance with all terms and conditions herein. Please read this Agreement carefully.

Service Provider reserves the right to change this Agreement at any time by revising the terms and conditions herein. Revised terms will become effective once posted on the Web Site. User is responsible for regularly reviewing these terms and conditions. Continued use of this Web Site following any such revisions shall constitute the User's acceptance of such changes.

Service Provider may make improvements and/or changes in this Web Site at any time.

Failure to follow the Service's rules, whether listed below or in supplemental notices posted at any point in the Service, may result in termination of your access to the Service, without notice, in addition to Service Provider's other remedies.

RULES OF USAGE

1. Use of the Service by Registered Users
2. Content and User Submissions
3. Links to Third Parties Web Sites
4. Indemnification
5. Disclaimer of Warranty and Limitation of Liability
6. Termination
7. Jurisdiction
8. Entire Agreement
9. Privacy Policy

1. Use of the Service by Registered Users

Access to some functionalities of the Service is restricted to Users only. The product selection, price quotation, booking, messaging and document management features of this Web Site are provided solely to permit the registered User to transact business with us and for no other purposes. User shall not make any speculative, false or fraudulent bookings or any bookings in anticipation of demand. User agrees that the booking facilities on this Web Site shall be used only to make legitimate cargo consignment bookings for User or for another person for whom User is legally authorised to act.



User agrees to the payment of all amounts when due. User shall be solely responsible for all charges, fees, duties, taxes and assessments arising out of the carriage of cargo booked through this Web Site.

User agrees to use the Service only for lawful purposes and acknowledges that failure to do so may subject the User to civil and/ or criminal liability.

The Service contains copyrighted and other proprietary information. User may not in any way make unauthorised use, by publication, re-transmission, distribution, performance, caching or otherwise, of material obtained through the Service, except as permitted by applicable law or with the express written permission of the Service Provider.

2. Content and User Submissions

This Web Site may contain bulletin boards and other message or communication facilities. Any opinions, views or statements expressed or made by a User in the course of using those facilities are those of that User and not of the Service Provider. Service Provider does not guarantee transmission of any email, mobile telephone, documents sent via document pouch or other messages submitted through the Service.

Service Provider is under no obligation to review any messages, information or content posted on the Web Site and assumes no responsibility or liability relating to any such submissions. Notwithstanding the above, Service Provider reserves the right to review, edit or delete without notice any contents of the submissions received from Users, including bulletin board postings, which it deems in its sole discretion to be illegal, offensive or otherwise inappropriate.

User agrees not to abuse the Web Site. "Abuse" includes, without limitation, using the Web Site to:

- Defame, harass, stalk, threaten, abuse or otherwise violate others rights as defined by applicable law.
- Harm or interfere with the operation of others computers and software in any respect, including, without limitation, by uploading, downloading or transmitting corrupt files or computer viruses.
- Violate applicable intellectual property, publicity or privacy rights, including, without limitation, by uploading, downloading or transmitting materials or software.
- Omit or misrepresent the origin of, or rights in, any file you download or upload, including, without limitation, by omitting proprietary language, author identifications, or notices of patent, copyright or trademark.
- Transmit, post, or otherwise disclose trade secrets, or other confidential or protected proprietary material or information.
- Download or upload files that are unlawful to distribute through the Web Site.
- Transmit any information or software obtained through the Web Site, or copy, create, display, distribute, license, perform, publish, recreate, reproduce, sell, or transfer works deriving from the Web Site.
- Cause an excessively large load on the infrastructure of the Web Site.
- Falsely use a password or personal identification number during logging into the Web Site, or misrepresent ones identity or authority to act on behalf of another.
- Violate this Agreement in any other manner.

Service Provider will take all reasonable measures to ensure that information transmitted by Users to the Web Site will remain confidential and protected from unauthorized access. Despite those measures, we do not warrant that unauthorized access to that information can never happen. We will not be liable for any such unauthorized access unless caused solely by our gross negligence.

3. Links to Third-Parties Web Sites

This Web Site may contain links and pointers to Internet sites maintained by third parties. We do not operate or control in any respect any software, information, products or services on such third party sites. Third party links and



pointers are included in this Web Site solely for your convenience, and do not constitute any endorsement by us. You assume sole responsibility for use of third party links and pointers.

4. Indemnification

As a condition of using this Web Site, User agrees to indemnify the Service Provider and its affiliates, employees, agents and representatives, and to hold them harmless from and against any and all claims, liabilities and expenses (including attorneys' fees) that may arise from User's unauthorised use of information or material obtained through the Service or from any breach of this Agreement.

5. Disclaimer of Warranty and Limitation of Liability

Users access to and use of software and other materials on, or through, this Web Site is solely at Users own risk. The Service Provider makes no warranty whatsoever about the reliability, stability or virus free nature of such software.

While every effort has been made to ensure that the information contained in this Web Site is accurate and up to date, Service Provide shall not be liable for any errors, inaccuracies or omissions, misuse or conversion of any data or information contained in or derived from this Web Site.

The Service Provider makes no representations about the suitability of the software, information, products and services contained on this Web Site for any purpose. All such software, information, products, and services are provided "as is" without warranty of any kind. To the maximum extent permitted by applicable law, the Service Provider hereby disclaims all warranties and conditions with regard to such software, information, products and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and non-infringement.

In no event shall the Service Provider be liable for any direct, indirect, incidental, special, consequential (including among other things loss of revenue or profits), punitive or exemplary damages of any kind or subject to equitable or injunctive remedies whether based on breach of contract, tort, negligence, strict liability or otherwise arising out of or in any way connected with (i) access to, or use of this Web Site, or delay or inability to use this Web Site, or for any information contained in this Web Site; or (ii), the availability and utility of products, and services obtained through this Web Site (except carriage of cargo by air performed by us).

Service Provider does not represent or warrant that access to the Service will be uninterrupted or that there will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted on the Service.

THE CARRIAGE OF CARGO BY AIR IS SUBJECT TO THE CONDITIONS OF CARRIAGE OF THE CARRIER CONCERNED AND MAY ALSO BE SUBJECT TO THE WARSAW CONVENTION OR THE MONTREAL CONVENTION, WHICH MAY LIMIT THE CARRIER'S LIABILITY IN CERTAIN CIRCUMSTANCES. THE CARRIAGE OF CARGO BY FINNAIR IS SUBJECT TO THE TERMS AND CONDITIONS STIPULATED IN FINNAIR ' AIR WAYBILL AND TO FINNAIR GENERAL CONDITIONS OF CARRIAGE FOR CARGO, BOTH OF WHICH CAN BE ACCESSED AT ANY TIME FROM THE BOTTOM OF ANY PAGE OF THE SERVICE.

6. Termination

Service Provider has the right to terminate Users' ability to access the Service, for any reason, without notice.

7. Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of and applicable in Finland and any action based on or alleging a breach of this Agreement must be brought in Finnish Court.



8. Entire Agreement

This Agreement is the complete and entire agreement between the parties related to the subject matter hereto and supersedes any prior agreement, whether written or oral.

9. Privacy Policy

Service Provider may collect personal data about the User, its employees and agents for the purpose of providing access to this Web Site and about customers for the purpose of processing their bookings. Service Provider's privacy policy, which set out how such personal data is handled and used, can be viewed through the link at the bottom the Web Site.

User must cause a copy of that privacy policy to be made available to customers before, when (or, if that is not practicable, as soon as practicable after) User, its employees and agents collect personal data about those customers that is to be disclosed to Service Provider.

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