



TERMS OF USE INTRANET

1. PARTIES

These Terms of Use are entered into between:

Europair Broker, S.A. (hereinafter, Europair), with Tax Identification Number NIF A07663354 and located at Cl. Cristóbal Bordiú 22, local E, 28003 - Madrid, Spain,

and those clients (hereinafter, Charterer or Charterers) and airlines (hereinafter, Airline or Airlines) with whom Europair had reached a commercial agreement that access the platform called "Intranet" (hereinafter, Intranet) via <http://www.europair.com> (hereinafter, the Website); both owned by Europair.

2. OBJECT AND ACCEPTANCE

These Terms of Use regulate the access to and use of the Intranet by the Charterers and the Airlines.

These Terms of Use shall be deemed to be accepted by the Charterers and the Airlines by accessing the Intranet for the first time. By accepting these Terms of Use the Charterers and Airlines agree to be bound by the provisions herein, without exception.

Notwithstanding the foregoing, the Charterers and Airlines, as users of the Website, shall also be bound by the terms and/or conditions which regulate its access and use.

3. USO OF THE INTRANET

The access and use of the Intranet is free of charge.

3.1 - Use by the Charterer

Charterers shall use the Intranet to upload personal data of their own customers' (hereinafter, Passengers), insofar as Europair, in order to execute its air charter brokerage contract with the Charterer, needs to communicate these to the Airlines providing the air transport service (and for these, in turn, to inform other entities involved in the execution thereof).

The Charterer shall access the Intranet via the URL <https://www.europair.com/flights> using the passwords provided by Europair, which shall be kept confidential.

The use of the Intranet and the uploading personal data shall be governed by these Terms and Conditions, as indicated in the preceding point 2.

Uploading data to this Platform shall mean the Charterer is assigning these to Europair, to the Airline and to third parties involved in the contract execution. In order to do so in compliance with the General Data Protection Regulation, the Charterer shall inform passengers of the processing of their data.

The Charterer shall enter a complete passenger name list on the Intranet before each flight. Some countries require information in advance regarding passengers (full name, gender, date of birth, nationality, country of residence, identity document number, identity document validity, issuing country, temporary address at destination etc.).

Passenger data entered by the Charterer are then collected by the Airlines that will provide the air transport services, in order to disclose these to third parties involved in the execution of the required transport operations, as specified in subsection 3.2. of these Terms and Conditions.



Europair shall retain the data only as long as strictly necessary for the execution of the contracted service and to comply with its legal obligations or to resolve complaints or queries and to protect its rights in the event of a claim.

To make the information to be provided to passengers by the Charterer easier, Europair proposes the following text to be included in the information sheets:

“We hereby inform you that your data shall be assigned to Europair Broker, S.A. with Spanish Tax Identification Code A07663354 and address in calle Cristóbal Bordiú 22, local E, 28003 - Madrid, Spain, where they will be processed in order to execute its contract with the Charterer. As part of this contract and pursuant to air safety regulations, data shall also be assigned to the relevant Airline and to other third parties involved in executing the required transport operations, such as companies providing technology management services, logistics services, supervision, handling and check-in and boarding; to management companies which operate the airports involved; to the relevant public entities, law enforcement agencies and companies in charge of security controls or to insurance companies and, in general, to those taking part in the organisation of the contracted services.”

You are also informed that, at any given time, you may exercise your rights of access, rectification, cancellation and/or opposition by writing to Europair Broker, S.A., Cl. Cristóbal Bordiú 22, local E, 28003 - Madrid, Spain. You may be asked to provide a copy of your National Identity Document (DNI), Passport or any other official identification document to verify that you are actually the person exercising the right.”

The Charterer acknowledges that the data will be collected by the Airline providing the air transport services and that the latter may disclose these to third parties involved in the execution of the requested transport operations.

The Charterer states that it is responsible, for the purpose of the EU General Data Protection Regulation, for the personal data being assigned and which have been obtained and processed pursuant to the aforementioned legislation.

The Charterer hereby states and guarantees that while its relationship with Europair is in force, it shall inform the latter of any incidents concerning the assigned data and shall inform Europair immediately should any data subjects exercise their rights in respect of their personal data and any other circumstances set forth in the data protection regulation.

The Charterer shall be liable for a breach of any of the aforementioned obligations and shall hold Europair harmless from and against any costs, losses or liabilities (including, among others, administrative penalties or sentences imposed through judicial or extrajudicial proceedings) as a result of a breach by the Charterer of the information obligations outlined above.

3.2 - Use by airlines

Airlines shall access the Intranet to collect information about the Passengers for whom it will be providing the air transport service, in order to disclose this information to third parties involved in the execution of the requested transport operations, such as companies providing technology management services, supervision services, handling and check-in and boarding; to management companies which operate the airports involved; to the relevant public entities, law enforcement agencies and companies in charge of security controls or to insurance companies and, in general, to those taking part in the organisation of the contracted services.

The collection of this data shall be understood to be a transfer of personal data; therefore, the Airline shall be regarded as the data processor and shall process the data in accordance with applicable data protection legislation.



The Airlines shall hold Europair harmless from and against any liability resulting from a breach by the Airlines of their data protection obligations.

3.3 - Common provisions

Both the Charterers and the Airlines agree to keep confidential any information they may have access to as a consequence of the use of the Intranet.

The Charterers and the Airlines shall keep their keys secret and confidential and refrain from disclosing them to third parties.

The Intranet cannot be used for any purpose other than those previously stated.

The Intranet shall be used in accordance with the law, the moral standards, the public order and the good habits generally considered acceptable, and in respect of Europair and the rest of Charterers and/or Airlines.

4. AVAILABILITY OF THE INTRANET

Although Europair works to ensure that the Intranet is always operative, the availability and correct functioning of the Intranet cannot be guaranteed, as there may exist circumstances beyond control of Europair. Europair does neither guarantee full availability of the Intranet nor assumes any responsibility for the consequences arising from the unavailability of the Intranet or for the existing errors in it.

5. GENERAL ISSUES

5.1. - Waiver and interpretation

If a competent authority declares any of these provisions as unlawful, invalid or non-enforceable, such provision must be interpreted in the way that is closest to the original intention of the provision. However, this does not affect the validity of the remaining clauses of these Terms of Use.

If Europair does not demand strict compliance with any of the terms of these Terms of Use, this may not be interpreted as a waive to demand compliance in the future.

5.2. - Language

The language applicable to these Terms is Spanish. If the Charterers and Airlines have been provided with versions of these Terms in other languages, this has been for simple courtesy, to make them easier to read; however, the Charterers and Airlines expressly accept that these Terms shall be governed by its Spanish version.

If there is any contradiction between what the Spanish version of these Terms and their translation says, the Spanish version shall take precedence in all cases.

5.3. - Law and venue

The relations between the Charterers, the Airlines and Europair are construed in accordance with the Spanish law. The Parties, waiving any other jurisdiction to which they may be entitled, agree that any dispute, discrepancy, issue or claim shall be resolved as stated in the contract which regulates the business relationship between Europair and the Charterers or Airlines.