



INTERNET ACCESS ON BOARD

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TERMS AND CONDITIONS

INTERNET ACCESS ON BOARD

SAS SHORT-HAUL FLEET

This service provided by SCANDINAVIAN AIRLINES SYSTEM Denmark-Norway-Sweden, with registered address SE195 87 Stockholm, Sweden ("SAS") enables connectivity to the Internet.

INTERNET ACCESS

SAS WiFi is a wireless Internet connection only accessible onboard SAS short haul aircraft. If you chose to use the Internet access, please click on the login box to leave the SAS web page to start browsing the Internet. The use of the Internet is based on this contract between you and SAS Group. Do not use this service if you do not agree to all of the following terms and conditions.

LIMITED RIGHTS OF USE

The reproduction, copying, transfer, distribution, or storage of part or all of the contents of this web site without the prior written permission of SAS Group is strictly prohibited.

RESTRICTIONS OF USE

SAS Group reserves the right through filtering to block websites with a content that can be considered to be insulting, illegal or pornographic. However, SAS Group cannot guarantee that this filtering is complete at all times.

Certain material is inappropriate for minors or may be deemed offensive or objectionable. Please show consideration to your fellow passengers, including minors, and their rights when using the Internet service on board.

The service may not be used for any unlawful, improper or criminal purpose or activity, including but not limited to hacking, spamming, introducing viruses and malware on the Internet.

You may not post or transmit information or communications that, expressly or implied, are fraudulent, racist, hateful, harassing, obscene, pornographic, or otherwise improper as determined by SAS in its sole discretion, or which violates any applicable local or international law, rule, order and/or regulation.

You may not interfere with another person's usage or enjoyment of the Internet or this service or to generate excessive amounts (as determined in our sole discretion) of Internet traffic.

CONTENT

SAS does not accept any responsibility for goods, services, information, software or other material gained while using Internet.

You agree to evaluate, and bear all risks associated with, the use of any content transmitted over the service, including any reliance on the accuracy, completeness, or usefulness of such content. SAS is not responsible for any content and will not pre-screen content transmitted by you over the service, but shall have the right in its sole discretion to refuse or move any such content that is available via the service, including without limitation any content that violates these terms and conditions or is otherwise objectionable.

SAS Group may preserve and disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to comply with legal process, enforce these terms and conditions or respond to claims that any content violates the rights of third-parties.

LIMITATION OF LIABILITY AND INDEMNITY

SAS Group makes no representations about the suitability, correctness or completeness of the information published on any website that you visit or use for any purpose. All documents, information and related graphics are provided "AS IS" without warranty or guarantee of any kind. SAS Group hereby disclaims all warranties with regard to this information including all implied warranties.

LINKS TO THIRD PARTY WEBSITES

The hyperlinks from SAS web site shall lead to another service suppliers' web sites. These sites are not under the control of SAS Group and SAS Group is not, in any circumstances, responsible for the contents of any linked web site or any link contained in a linked web site, or any changes or updates to such sites. SAS Group is not responsible for web casting or any other form of transmission received from any linked web site. SAS Group is providing these links to users only as a convenience, and the inclusion of any link does not imply endorsement by SAS Group of the web site or the service supplier providing such site.

CHANGES, ERRORS AND INTERRUPTIONS

SAS Group does not warrant that the functions contained in the web sites you visit will be uninterrupted or error-free, that defects will be corrected, or that these sites or the servers that makes them available are free of viruses or other harmful components. SAS Group has no control of the websites you access on the Internet and assumes no responsibility for any outages, weather phenomena, tail blockage or similar events affecting this service which are outside our control.

SAS does not accept any responsibility for any malfunction to your equipment or if the service does not function on your equipment. The service is provided on an "as is" and "as available" basis and SAS does not warrant that the service will be uninterrupted or error free, nor does SAS guarantee any minimum upload or download speeds. SAS shall not be liable for any direct, indirect, incidental, consequential or other damages arising out of the use of the service or inability to use the service.

SAS WiFi is activated as soon as the plane leaves the gate or at takeoff at the latest (depending on local

regulations) and deactivated when the plane lands. In the first phase of WiFi roll out, some areas will not be fully covered during parts of the flight. Known service interruptions will be on flights over the North Sea to and from the UK, flights over Bay of Biscay and during flights to Svalbard and the Canary Islands. WiFi will be available during the major part of these flights.

DISCLAIMER

In no event shall SAS Group be liable for any special, indirect or consequential damages or any damages whatsoever resulting from loss of use, data or profits, whether in an action of contract, negligence or other tortious action, arising out of or in connection with the use or performance of service, documents, provision of or failure to provide proper services, or of information available from the web site visited by the user.

You agree to indemnify SAS against all claims, liability, damages, costs and expenses, including but not limited to reasonable attorneys' fees, arising out of or related to any and all use of your account, including any content transmitted over the service, your use of the service, your violation of these terms and conditions, and your violation of any rights of any other person.

PROPRIETARY RIGHTS

All copyrightable content distributed over the service is copyrighted by third-party content providers or SAS, as applicable. SAS and/or such third-party content providers own all right title and interest to such content and you may not copy, distribute, transmit or publish, in any form, including printed, electronic, digitized, audio or otherwise, or modify all or any portion of such content without the prior written consent of the copyright owner.

TRADEMARKS

Any SAS Group symbols or equivalent emblems referenced herein are either trademarks or registered trademarks of SAS Group.

GOVERNING LAW

These terms and conditions are governed by Swedish law and any disputes shall be resolved by the courts of Sweden.

PERSONAL DATA

By accepting these Terms and Conditions you give us permission to process your personal data (e.g. name, EuroBonus membership number, e-mail address and your device MAC address), which you have submitted to us or the service provider, Viasat Inc, 6155 El Camino Real, Carlsbad, CA 92009-1699, for the purpose of providing you with the WiFi service]. The personal data will, except for MAC addresses, be retained for the duration of the flight. MAC addresses will be retained by Viasat Inc for two years after it has been collected in order to enhance the user experience and comply with mandatory legislation.

Your privacy matters and is important to us. We will process your personal data with the utmost respect and in accordance with applicable data protection legislation. Your MAC address will never be used by SAS or any third party for marketing purposes.

The legal basis upon which your personal data is being processed is the EU Regulation no. 2016/679 (the General Data Protection Regulation, "GDPR") article 6(1)(a) (consent) and article 6(1)(b) (necessary for the performance of a contract).

If necessary, we may transfer your personal data, in whole or in part, to data processors which process the personal data on behalf of SAS as part of the processing activities in order to fulfill the purposes as described above. This may include data processors which are located outside the EU/EEA. In such case, the transfer will be done under the appropriate safeguards as set out in the GDPR article 46, including by applying standard data protection contractual clauses adopted by the EU Commission.

SAS is the data controller which, alone or jointly with others, determines the purposes and means of the processing of your personal data. SAS is the legal entity responsible for personal data in accordance with applicable data protection legislation, including the GDPR.

As a data subject you have the right to:

- Access the personal data that we process on you;
- Correct, update or delete personal data which is incorrect or incomplete;

- Restrict our processing of your personal data;
- To be forgotten. The right to be forgotten means that you may request that we as far as possible delete all the personal data we have collected on you;

- Receive a copy of the personal data related to you and information regarding our processing of your personal data in a commonly used data format and to transmit – or have transmitted, where technically feasible – the personal data to another controller; and

- Submit a complaint to the data protection authority within your jurisdiction.

SAS has designated a Data Protection Officer who supports SAS in ensuring that your personal data is processed correctly. You may contact the Data Protection Officer with questions or requests relating to the processing of your personal data, including if you want to withdraw your consent to the processing of your personal data, per e-mail at dataprotectionofficer@sas.se, or by regular mail at:

Data Protection Officer
Scandinavian Airlines System
Frösundaviks Allé 1
169 70 Solna

These Terms and Conditions was last updated on 23 August 2018.

