

Terms and Conditions

The following terms and conditions apply to use of the Service and the materials and information it contains ('Materials'). In these terms and conditions "Subscriber" means an individual subscriber and 'Authorised User' means an employee duly authorised by an organisation which is a Subscriber or any other person expressly authorised by ICAO. "Unauthorised Person" means any person who is neither Subscriber nor an Authorised User.

ICAO may suspend access by any person to the Service at any time without compensation if it has reasonable grounds to suspect a breach of these terms and conditions by that person.

1. Permitted Use

Authorised Users and Subscribers may use the Service and the Materials that appear on it from time to time for their own private or business research, and for this purpose may:

- display the Materials on screen;
- make printouts of items included in the Materials using the printing commands contained in the Service; and
- download and store in machine readable a single copy of insubstantial portions of the Materials primarily for one person's exclusive use.

2. Restrictions on use

Authorised Users and Subscribers may not:

- make multiple printouts or copies of Materials for distribution to Unauthorised Persons;
- re-sell the Service or any part of the Materials to others;
- make the Service or any Materials available to Unauthorised Persons on a local area network, a wide area network or on any intranet or extranet;
- abstract, download, store, reproduce, transmit, display, copy, distribute or use the Materials other than as permitted by paragraph 1 above;
- decompile, disassemble or reverse engineer any of the software programmes, databases or other systems used by ICAO to provide the Service; or
- use the Service, or any of the facilities available on the Service, for any illegal purpose nor send or post or allow any posting of information which is defamatory or obscene or which violates the legal rights of others, nor use the Service to send any unsolicited promotional or advertising material or any volume messages which may interfere with the provision of the Service or the use of the Service by others.
- Publish any part of the Materials without the written authorisation of ICAO

3. Passwords and Security

- If passwords are issued by ICAO to access the Materials:

- no password may be made available to any Unauthorized Person for the purpose of using the Materials;
- if ICAO suspects that a password is being used by an Unauthorized Person the password may be cancelled.

4. Content

Materials and features may be added to or removed from the ICAO Secure Site without notice.

The Materials are provided on an "as is" basis and ICAO shall not be liable for any loss or damage however caused, resulting from the use or inability to use the Materials or from any action or decision taken as a result of using the ICAO Secure Site or the Materials contained therein.

5. Intellectual Property Rights

All intellectual property rights in the Materials (in both machine readable and printed form) belong to ICAO or its third party licensors. Authorized Users and Subscribers expressly undertake not to use the ICAO Secure Site and the Materials in any way that infringes the intellectual property rights in them. Authorized Users and Subscribers may not obscure or remove any copyright notices that appear on Materials printed from the Service.

6. Limitation of Liability

- The information published by ICAO on this site is made available without warranty of any kind; the Organization accepts no responsibility or liability whether direct or indirect, as to the currency, accuracy or quality of the information, nor for any consequence of its use.
- ICAO shall not be liable for any direct, indirect, or consequential damages that results from the use, inability to use or sharing information derived from ICAO *DATA+*, in particular for, but not limited to, errors, or omissions in the contents of this web site or the consequences of its use, nor for inaccurate transmission or misdirection, even if ICAO has been advised of the possibility of such damage. This limitation applies whether the alleged liability is based on contract, tort, or any other basis.
- The liability of ICAO for interruptions to availability of the Service caused by circumstances within its control shall not exceed the amount paid by the Subscriber for access to the Service in respect of the period of non-availability. The only obligation of ICAO in respect of interruptions caused by circumstances outside its control shall be to use all reasonable efforts to have the Service reinstated.

7. Privileges and Immunities

Nothing contained herein shall be construed as a waiver of the privileges and immunities of ICAO.

8. Settlement of Disputes

Any dispute arising out of or relating to the interpretation or implementation of these Terms and

Conditions, which cannot be settled amicably by the Parties, shall be referred by either Party for arbitration in accordance with the UNCITRAL Arbitration Rules as in force at the date the dispute is referred to arbitration. The number of arbitrators shall be one. The place of arbitration shall be Montreal, Quebec, Canada, and be conducted in the English language.

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