

# Dublin Airport App - Terms & Conditions of Use

Please ensure that you (referred to as the “User” , “you” or “your”) read these **Terms & Conditions of Use** with care as they govern your use of and access to this Dublin Airport Authority mobile application (the “Application”). If you do not accept these **Terms & Conditions of Use**, please do not use this Application.

## 1. APPLICATION OWNERSHIP

This application is owned and operated by Dublin Airport Authority pic (referred to as “Dublin Airport Authority”, “we”, “daa”, “us” or “our”), which expression also includes our subsidiaries or associated companies together with, where the context requires, our third party suppliers and any other party involved with the provision of maintenance of this Application. Dublin Airport Authority plc. is a company registered in Ireland under number 9401, whose registered office is at Dublin Airport, County Dublin, Ireland.

## 2. APPLICATION OPERATION

This application is controlled by daa from our office in Dublin Airport, Ireland. The content appearing in this Application (referred to as “information” or “materials”) is provided in accordance with and subject to the laws of Ireland. The businesses conducted by daa subsidiaries and associated companies operate in various countries throughout the world and comply with the laws of the particular jurisdictions in which they operate. If any material in this Application, or your use of this Application, is contrary to the laws of the jurisdiction in which you are located then this Application is not intended for your use and we ask that you do not use this Application. You are responsible for compliance with the laws of the jurisdiction in which you are located. daa reserves the right to suspend or terminate your access and use of this application at any time, which right it may exercise with or without notice. If given, notice will be sent to your e-mail address as notified to daa and will be deemed served two (2) hours after transmission by us.

## 3. APPLICATION INFORMATION, PURPOSES AND UPDATES

This Application is operated for the purpose of providing general information about daa and the businesses of its subsidiary and associated companies. The information contained in this Application is not intended to address your particular requirements, or to constitute an offer, promotion, or solicitation to Users to buy or sell any products or services of daa. Products and services are sold only in compliance with the laws of the particular jurisdictions in which they are sold. This Application, the information provided in the Application and TERMS AND CONDITIONS OR USE are subject to change and update by daa from time to time without notification. You should periodically review the current **Terms & Conditions of Use**, as the updated version will apply to all of your subsequent uses of this application.

## 4. DISCLAIMER

Though daa has taken all reasonable steps to ensure the accuracy, currency, availability, security, correctness and completeness of the information contained in this application, the information is provided on an “as is” with “all faults” and “as available” basis. To the fullest extent permitted by applicable law, daa disclaims all warranties of the possibility of such loss or damage, daa liability in respect of direct loss or damage, howsoever arising, as a result of your use of or reliance on this information, whether authorised or not, shall be limited to the daa correction or replacement of the information. If you download or copy by any means any material from this application you do so at

your own discretion and risk. You shall be solely responsible for any loss of data or damage to your computer system or device resulting from such download. Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability from death or personal injury, accordingly, some of the above limitations may not apply to you. The statutory rights of users dealing with daa, as consumers shall remain unaffected by these **Terms & Conditions of Use**.

## 5. LINKS TO OTHER SITES

Certain links in this Application lead to world wide web sites maintained by Dublin Airport Authority group companies (the "Sites") and world wide web sites maintained by third parties (the "Third Party Sites"). These links are provided as a convenience to you. We have not reviewed all of the information on such sites and are not responsible for the availability or content or any other sites (or sites linked to such sites) or any products or services that may be offered through any other sites. Third Party Sites may contain information with which Dublin Airport Authority does or does not agree and links to such sites should not be taken as an endorsement of the content of linked sites. Different terms and conditions may apply to your use of any linked sites.

## 6. ELECTRONIC MAIL, SECURITY AND PRIVACY

daa has taken commercially reasonable steps to ensure the security of your communications with this Application, details of which are set out in the daa privacy and security statement, available upon request. The privacy and security statement does not apply to Third Party Sites. In accessing this Application the User accepts that electronic communications passing over the Internet may not be free from interference by third parties. In consequence, Dublin Airport Authority cannot guarantee the privacy or confidentiality of any information relating to the User passing over the Internet. The User shall be responsible for your communications to this Application, including its lawfulness, truthfulness and accuracy. In particular, but without limitation, you should not post to this Application any unlawful, threatening, defamatory or obscene material or any material that could give rise to a criminal offence and/or civil liability in any relevant jurisdiction. It is entirely at your discretion to send any information to daa via, and by virtue of use of, this application. While daa is bound by applicable data protection legislation, information which is not personal may be used by daa, as we may deem appropriate in order to improve our range of services to customers and suppliers. Our privacy and security statement is available upon request.

## 7. ADVERTISING

Part of the Application may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Application complies with international and national law. Dublin Airport Authority will not be responsible for any error or inaccuracy in advertising materials.

## 8. COPYRIGHT NOTICE AND LICENCE

The information contained in this Application, including but not limited to the content, selection and layout of text, images, graphics, animation, videos, music, sounds and other materials, are the property of daa or its licensors and are protected by national and international copyright, trademark and other laws. You may browse through this Application and print or download copies of materials to a single computer for non-commercial use within your home (or work) environment, provided any copies, whether mechanical or electronic, retain all copyright and other proprietary notices and disclaimers. No permission is granted to make any changes to the information in this Application and all rights not expressly granted by us in these **Terms & Conditions of Use** are reserved. The

limited licence to copy materials in this Application set out above does not permit incorporation of the material or any part of it in any other work or publication, whether in hard copy, electronic, or any other form. In particular, but without limitation, no materials in this Application may be copied or distributed for any commercial purposes. No materials in this Application may be reproduced or transmitted on or to, or stored in, any other web site, software application, database or other form of electronic retrieval system.

#### 9. TRADEMARK NOTICE

All product names, model names, slogans, logos and emblems, referred to in this Application, whether or not appearing in large print or with the TM or trademark symbol, (the ‘Marks’) are trademarks, service marks, or trade names of Dublin Airport Authority, its licensors or joint venture partners, as appropriate. All rights in the Marks are reserved and no licence or right to use is granted to Users. In addition, the use or misuse of Marks is expressly prohibited.

#### 10. GOVERNING LAW

This application has been designed to comply with the laws of Ireland. Use of this Application is subject to the laws of Ireland (excluding Northern Ireland), which shall exclusively govern the interpretation, application, and effect of these **Terms & Conditions of Use**. The courts of Ireland shall have exclusive jurisdiction over all claims or disputes arising in relation to, out of, or in connection with this Application and its use. If any provision of these **Terms & Conditions of Use** shall be held unlawful, void or unenforceable for any reason then such provision shall be deemed severed and shall not affect the validity and enforceability of the remaining provisions.

#### 11. ENTIRE AGREEMENT

These TERMS AND CONDITIONS OF USE contain the entire agreement between the parties relating to your use of this Application. Copyright 2019 Dublin Airport Authority plc. All rights reserved.