

THE UNITED ARAB EMIRATES
GENERAL CIVIL AVIATION AUTHORITY

E-Service Usage Policy

General Civil Aviation Authority
Abu Dhabi and Dubai

Warning

Not to be circulated or reproduced without authorization

TABLE OF CONTENTS

| | |
|---|-----------|
| 1. OBJECTIVE | 3 |
| 2. SCOPE | 3 |
| 3. DEFINITIONS | 3 |
| 4. REFERENCES | 3 |
| 5. SUPPORTING DOCUMENTS | 4 |
| 6. POLICY STATEMENTS | 4 |
| 6.1. OBJECTIVE..... | 4 |
| 6.2. BENEFITS OF E-SERVICE TO CUSTOMERS | 4 |
| 1. INTERNAL CUSTOMERS | 4 |
| 2. EXTERNAL CUSTOMERS | 5 |
| 7. TERMS OF USE | 6 |
| 8. ACCESS | 6 |
| 9. USE OF THE E-SERVICE | 7 |
| 10. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY | 9 |
| 11. INDEMNITY | 9 |
| 12. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS | 10 |
| 13. AMENDMENTS TO TERMS OF USE AND / OR E-SERVICE | 10 |
| 14. MISCELLANEOUS | 10 |

1. Objective

This objective of the policy is provided our customers and users a clear understanding of using E-Services.

All users of e-services: those who access some of our e-Services but do not have accounts, as well as those who account to access e-services, must comply with certain policies published on website (Terms and Condition of Use, Privacy Policy, Disclaimers).

2. Scope

This policy applies to all users (consultants, contractors, vendors, suppliers and customers such as Airport operators, Airport units, Airlines, *UAE Citizen, General public, Aviation communities, authorities/related bodies, UAE Federal Ministries* etc) who avail GCAA's e-services facility.

3. Definitions

E-Services

'E-Service constitutes the online services available on the Internet, whereby a valid transaction of buying and selling (procurement) is possible, as opposed to the traditional websites, whereby only descriptive information are available, and no online transaction is made possible.'

Website

Website is a collection of related web pages containing images, videos or other digital assets

4. References

1. ISO 27001:2005-ISMS A.7.1.3. Acceptable use of assets

2. ISO 27001:2005 A.10.7.3 Information Handling Procedures
3. UAE Federal Law No,2 of 2006 The prevention of Information Technology Crimes

5. Supporting Documents

1. Acceptable Usage Policy
2. GCAA IT Security Policy
3. Incident Management Policy
4. Log Monitoring Policy

6. Policy Statements

6.1. Objective

- 6.1.1. To enhance online e-services accessibility and usability.
- 6.1.2. To build e-services awareness among the Aviation communities, Airport operators, Airport units, Airlines, UAE Citizen, General public, authorities/related bodies, UAE Federal Ministries etc customers.
- 6.1.3. To create interest among website visitors/users to ensure that they return to the site and use e-services frequently.
- 6.1.4. Update internal and external audiences about developments on the e-services.

6.2. Benefits of E-Service to Customers

1. Internal Customers

- Access e-services on website as a key resource for all aviation related laws and activities in the United Arab Emirates (UAE) by ensuring the content is updated, easily accessible and useful.
- Better e-services accessibility and usability through incorporating customer feedbacks/suggestions.
- Awareness and reach of e-services among the Aviation communities, customer's authorities/related bodies, and general public.

2. External Customers

- Accessing e-services on GCAA website a source for scientific authentication of data, information and researches related to Aviation.
- Visit GCAA website frequently to access online e services like ROSI, Q Pulse etc and information such as Aviation Regulations, Information Bulletins, Notices, Advisory publications, Amendment notices, and certification details related to Aviation sector.

7. Terms of Use

The following lines are highlighted when a user wants to access the GCAA E-Services

BEFORE PROCEEDING WITH USING THE E-SERVICE, PLEASE READ CAREFULLY THE BELOW TERMS AND CONDITIONS GOVERNING YOUR USE OF THE E-SERVICE (THE "TERMS OF USE").

BY CLICKING THE "I ACCEPT" BUTTON AND/OR USING THE E-SERVICE OR ANY PART THEREOF, YOU ARE DEEMED TO UNDERSTAND, AGREE TO AND ACCEPT TO BE LEGALLY BOUND BY THE TERMS OF USE, GCAA'S PRIVACY POLICY AND THE TERMS AND CONDITIONS OF GCAA'S WEBSITE

8. ACCESS

- ❖ You may have received a username, password and / or activation code through electronic means or otherwise, with or without an application on your part. If you are not the intended recipient of such username, password and /or activation code or if you feel that you not be receiving this information for any reason whatsoever, please notify us immediately and do not use the E-Service. In such instance, your use of the E-Service is strictly prohibited, unauthorized, and unlawful and you shall be fully liable for any and all claims, demands, actions or damages resulting from any such access. No such access shall entitle you to any rights or bestow any entitlements vis-à-vis GCAA in any manner whatsoever. If you are the intended recipient, you are under no obligation to use the E-Service and your use of the E-Service is deemed an acceptance of the Terms of Use.
- ❖ In allowing you access to the E-Service, it is our understanding that you have provided us with complete, accurate, true and reliable information. Your inability to abide by this provision or any other provision of the Terms of Use may result in, without limitation, suspending and / or closing your account, denying access, non-recognition of payments made in association with your account, termination of your Sale Agreement and forfeiture of the Property, your liability for additional fees or charges and/or non-processing of any service requests.
- ❖ Each Customer may only have one account on the E-Service. Accordingly, if you have received more than one username, password and / or activation code, please notify us immediately. Your use of more than one account is deemed a breach of theses Terms of Use, a misrepresentation and may attract legal charges.
- ❖ While it is highly recommended that you change your password frequently and not share it with other parties, it is your responsibility your username, password and activation code and maintain them in confidence. You

shall also be fully responsible for all activities that occur under your password and account. You, accordingly, agree to notify GCAA immediately of any unauthorized use or any other breach of security and ensure that you log-out from your account at the end of each session. GCAA and will not be liable for any loss or damage arising from your failure to comply with this provision.

9. USE OF THE E-SERVICE

- ❖ You understand and accept that by using the E-Service in updating, changing or altering your personal information, address(es) or contact details “Information”), in any manner whatsoever, you are accepting that the Information supersedes and replaces any such information, address(es) and /or contact details previously provided to GCAA and further acknowledge that it is your obligation to immediately inform GCAA and / or the Vendor of any changes to the Information. Unless GCAA any changes to the Information in writing or through any other means acceptable to GCAA, the Information shall be valid for any notification purpose and shall be considered unchanged. You further acknowledge and accept that any right to challenge the validity and / or enforceability of any notification sent based on the Information is hereby waived.
- ❖ Any and all payments made through the E-Service are subject to your clearance. Consequently, GCAA is under no obligation to accept any payments not made in accordance with the E-Services or following its termination and you hereby acknowledge and accept that any receipt of payment through the E-Service or otherwise shall not be deemed or construed as an acceptance of such payment or waiver of right to reject payment at a later date.
- ❖ It is your responsibility to ensure that payment is correctly and timely received by GCAA. Accordingly, GCAA accepts no liability whatsoever in this respect, and is under no obligation to notify you of any incorrect, rejected and / or declined payments. You shall also ensure that sufficient credit is available and in the event of a "declined" credit card payment, it is your responsibility to pay any additional fees and / or charges levied by either a nominated financial institution or GCAA and you shall remain responsible to pay any due amounts. Without prejudice to the foregoing, you shall notify GCAA immediately in the event of any failed transaction or if you face or encounter any technical problems associated with the E-Service or their use.
- ❖ If any transaction is found to be incorrect, unauthorized or fraudulent, payment may be reversed and payments shall remain due. Payment transactions will be processed on the day the transaction is submitted for payment, unless the transaction is submitted on a weekend or non-working weekday where payment will be processed the next working weekday. All transactions will be processed without delay, however GCAA

expressly disclaims any and all liability for processing delays, which may occur in any circumstance. Payment is not accepted (not deemed made) until the funds have cleared.

- ❖ Refunds of any payments (if any) made through the E-Service are subject to the terms and conditions of GCAA.
- ❖ It is your responsibility to maintain document evidencing payment through the E-Service.
- ❖ Any service or maintenance requests made through the E-Service shall be subject to approval.
- ❖ Updated service requests, payments or other requests made through the E-Service shall be processed as soon as possible, unless the transaction is submitted on a weekend or non-working weekday. GCAA disclaims liability for any processing delays, which may occur in any whether beyond GCAA's reasonable or otherwise.
- ❖ You understand, acknowledge and accept that any and all notifications or communications of any whatsoever (including but not limited to payment reminders, termination notices, forfeiture notices, legal proceedings...etc) shall be deemed to be received by you upon sending them to you through your E-Service account and shall have full effect as if sent to you through any other means. You further acknowledge and accept that any right to challenge the validity and / or enforceability of any notification or notification pursuant to this provision is hereby waived.
- ❖ In using the E-Service, you hereby undertake not to abuse the E-Service. In this context the word "abuse", shall include, without limitation: (a) defame, harass, stalk, threaten, abuse or otherwise violate others' rights, (b) harm or interfere with others' computers and software in any respect, including, without limitation, by uploading, downloading or transmitting corrupt files or computer viruses, (c) violate applicable intellectual property, publicity or privacy rights, including, without limitation, by uploading, downloading or transmitting materials or software, (d) 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, (e) transmit, post, or otherwise trade secrets, or other confidential or protected proprietary material or information, (f) download or upload files that are unlawful to distribute, (g) any information or software obtained through the E-Service, or copy, create, display, distribute, license, perform, publish, recreate, reproduce, sell, or transfer works deriving from the E-Service, (h) cause an excessively large load on the infrastructure of the E-Service, (i) falsely use a password or personal identification number during logging into the E-Service, or misrepresent one's identity or authority to act on behalf of another, or (j) violate these Terms of Use in any other manner.

10. Disclaimer of Warranties and Limitation of Liability

- ❖ GCAA makes no representations or warranties that the E-Service, software or information provided will meet the Customer's needs, or that the E-Service provided will be uninterrupted, timely, accurate, reliable, or error free or free from computer virus or other invasive or damaging code and expressly disclaims any and all liability whatsoever. GCAA shall not be liable for any loss or damage whatsoever including but not limited to any loss of data, savings, business, profit, or any other direct, indirect, or consequential loss or damage, in each whether arising from negligence, breach of contract, breach of duty or otherwise which is in any connected with or arises out of use of the E-Service.
- ❖ The Customer assumes any and all inherent and / or possible risks of internet transactions, whether or not advised of such risks, and shall not hold GCAA liable under any circumstances whatsoever for any claim, action, demand, damage or loss as a result of the Customer using the E-Service. For the avoidance of doubt, GCAA shall not be liable for any damages whatsoever arising out of the use, inability to use, or the results of use of the E-Service, any websites linked to the website, or materials or information contained at any or all such websites, whether based on warranty, contractor and whether or not advised of the possibility of such damage.
- ❖ Without limiting GCAA's rights, GCAA and its employees, contractors and agents shall not be liable for any failure to perform their obligations if such failure arises from circumstances reasonably beyond their control, including, but not limited to, strikes, lockouts, riots, acts of law, epidemics, earthquakes, fire, floods, government action, communication line failures, power failures, interruptions or shortages, computer/processing failures.
- ❖ You acknowledge and agree that the limitations and exclusions of liability and warranty provided for are fair and reasonable.

11. Indemnity

- ❖ You, at all times, agree to fully indemnify and hold GCAA, and its officers, agents, employees and partners harmless from any claim, action, demand, damages, loss expense or cost including attorney's fees which GCAA may suffer or incur as a result of the use of the E-Service by you or as a result of your violation of these Terms of Use or your violation of any rights of another.

12. Copyright and other Intellectual Property Rights

- ❖ All intellectual property rights in the materials and information contained in association with the E-Service or supplied to the Customer by the E-Service shall belong solely to GCAA and these material and information shall not be reproduced or used by the Customer for any other purpose unless with the prior written approval of GCAA.
- ❖ The E-Services are provided for your personal, non-commercial use. You may not modify copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, Service obtained from the E-Service.

13. Amendments to Terms of Use and / or E-Service

- ❖ GCAA shall have the right, at any time and subject to its sole discretion, to suspend, terminate, alter, modify or discontinue, temporarily or permanently, the E-Service in any manner whatsoever, with or without notice, including rejecting any payments made or not processing service requests or updated Information. You agree that GCAA shall not be liable to you or to any third party for any damages, costs or otherwise resulting from the modifications, suspension or discontinuance of the E-Service.
- ❖ You acknowledge and accept that GCAA may, at any time and without giving prior notice, modify and / or change these Terms of Use. Your use of the E-Service thereafter shall be deemed an acceptance of such modification or change.

14. Miscellaneous

- ❖ GCAA's failure to insist upon or enforce strict performance of any provision of these Terms of Use shall not be construed as a waiver of any provision or right.
- ❖ You agree that GCAA shall have the right to terminate your account and access to the E-Service. You acknowledge that the causes for such termination shall include but not limited to (a) breaches or violations of the Terms of Use, the Sale Agreement or GCAA policies, (b) discontinuance or material modification to the E-Service (or any part thereof), (c) unexpected technical or security issues or problems, (d) extended periods of inactivity, (e) engagement by you in fraudulent or illegal activities, (f) non-payment of any fees owed by you to GCAA and / or (g) any other reason that GCAA deems appropriate. Further, you agree that all terminations

shall be made in GCAA's sole discretion and that GCAA shall not be liable to you or any third party for any termination of your account and / or your access to the E-Service.

- ❖ You are not permitted, without the prior written consent from GCAA to assign or transfer any of your rights, duties or obligations under these Terms of Use.
- ❖ These Terms of Use shall be governed by the applicable laws of UAE and any dispute arising from the use of the E-Service or in relation to such E-Service shall be submitted to the exclusive jurisdiction of the courts in UAE. Notwithstanding the foregoing, GCAA shall have the right to refer the dispute to any other court whether inside or outside the United Arab Emirates.