

TERMS OF USE FOR SAS AIRSIDE APPLICATION

Effective: February 25th, 2020

These Terms of Use for SAS Airside application (hereinafter the “**Terms**”) govern your use of SAS Airside app. By accepting these Terms, an agreement is entered into by and between you and Scandinavian Airlines System-Denmark-Norway-Sweden, 195 87 Stockholm, Sweden (hereinafter “**SAS**”, “**we**”, “**us**” or “**our**”). These Terms apply globally.

1. INTRODUCTION

- 1.1 The SAS Airside Application (hereinafter “**Airside**”) is a SAS developed crew roster application for SAS employees. Our mission with Airside is to create a more enlightened way of working by providing an intuitive, unified platform to keep your current roster accessible at any time from your personal device and give you a tool to support travelers in a better way.
- 1.2 Using Airside is voluntary, and your choice as to use or not use it, will have no consequences for your employment. You can choose to terminate your account and stop using Airside at any time as set out in Section 9.
- 1.3 The Privacy Notice <https://airside.app/docs/AirsidePrivacyNotice.pdf> and the Privacy Policy for SAS Employees <https://www.flysas.com/en/legal-info/privacy-policy/> describes what personal data SAS collects and processes in conjunction with your use of Airside. Your use of Airside and all communication with other crew in the in-app chat function must at all times comply with SAS Code of Conduct <https://www.sasgroup.net/about-sas/this-is-sas/sas-code-of-conduct/>

2. WHAT IS AIRSIDE?

- 2.1 Airside is an app developed for Android and iOS to support crew with roster data, in can be used for:
 - a) Access your roster from your personal mobile device at any time.
 - b) Access a list of your crew for each of your active flights.
 - c) Access details regarding your active flights including flight details, number of passengers, number of checked-in passengers, aircraft info, destination information, pickup time, station info
 - d) Provide check-in and checkout service
 - e) Chat with members of your crew as well as with other users of Airside in the in-app chat.
 - f) Share contact information with other crew members and users of Airside depending on privacy settings.

- g) Make your roster available to other Airside users depending on your privacy settings.
- h) Upload a picture of yourself to your Airside account.
- i) Find other crew contacts

- j) Share roster on your device calendar
- k) See status of flights
- l) Receive notification for flights delay, gate changes, aircraft changes, boarding and gate releases, roster changes

2.2 Only SAS employees can log into and use the Airside app. You log in using your SAS email ID and password (via Microsoft Office 365).

2.3 Airside requires notification permission and by accepting these Terms, you grant SAS the right to send push notification in order to inform you about roster changes and other critical communication regarding your duty. Via the app settings you will be able to decide whether you would like to receive additional notifications for flight delays, gate changes and/or boarding progress.

2.4 Airside requires location service permission in order to detect your presence within the check-in station. SAS doesn't store your location in the backend and no one at SAS can't access your location.

3. PRIVACY SETTINGS

3.1 When using Airside you can choose between different privacy settings and thereby decide what information you share and make visible to other users as described below.

3.2 You can choose to set visibility of your phone number to other users or keep it private. Setting your phone number as private, will disable you to access other's crew phone numbers.

3.3 Airside uses three different levels of privacy for your roster visibility:

- a) Private. Only the other members of your active flights can see information from your roster
- b) Favorites. Your roster is visible to other users which you have marked as your favorites
- c) Public. If you chose this setting all other Airside users can see your roster including all your duties.

If you are using the *private* or *favorite* setting, you will not be able to access any crew member roster data from other users which you have not chosen to be visible to in the

privacy settings. Even when using the private or favorite setting, you will still be able to access the list of crew members of your active flights and your name will correspondingly appear on the lists available to such other crew members.

- 3.4 You can choose to upload a thumbnail profile picture to your Airside account. By uploading your thumbnail picture you give consent to visibility of it to other crew member according to your privacy settings.
- 3.5 You can change the different privacy settings anytime via the app feature.

4. AIRSIDE IN-APP CHAT

- 4.1 Airside provide an in-app chat where you can choose to communicate with other members of your crew for an active flight as well as any other user of Airside. You are able to contact any crew and start chatting with them. If you decide to have a group conversation with your flight crew, what you type will be made available to all members of that crew.
- 4.2 SAS doesn't store conversation on the server, all your chat conversations with other crew members are cached locally on your private device and will be wiped out after you logout or uninstall the app.
- 4.3 By using the in-app chat module you agree to at all times comply with the SAS code of conduct <https://www.sasgroup.net/about-sas/this-is-sas/sas-code-of-conduct/> when communicating with other users.

5. LICENSE AND INTELLECTUAL PROPERTY

- 5.1 Provided you accept and adhere to these Terms, you are granted a non-exclusive, nontransferable, revocable license to use Airside for the purposes described in Section 2.
- 5.2 All intellectual property rights in or to Airside belongs to SAS or our suppliers. Nothing in these Terms shall be construed as a transfer of any intellectual property rights or any other rights, and you do not receive any other license to use intellectual property rights, except as expressly provided in these Terms.
- 5.3 The Airside application is delivered free of charge and it is the sole property of SAS, powered by SAS Labs.

6. CONFIDENTIALITY AND TERMS OF USE

- 6.1 You may only use your own SAS employee log in details to access Airside. You may not allow a third party to use your log in details in order to use Airside. You are responsible for protecting your login details from unauthorized access. If you have reason to believe that a third party has gained access to your login details or Airside account, immediately

change your SAS login password and contact IT support. SAS has the right, but not the obligation, to suspend access to Airside if we have reason to believe that a third party gained access to your Airside account details or log in information.

- 6.2** If you set a *public* or *favorite* profile for your roster as set out in Section 3.3 b) and c) and thereby get access to other crew's roster information, you are not allowed to share or disclose another users' roster data without their explicit consent.
- 6.3** If your phone or tablet is locked on device level you can decide to keep the Airside app accessible without a new authentication or to set a personal PIN code to access it. If your phone or tablet doesn't have a device lock enabled, you will be required to enter a PIN code each time you want to access Airside.
- 6.4** It's your responsibility to keep your device locked and keep your log in details and PIN code private to ensure that all data and information provided in Airside are not accessible or visible to unauthorized people.
- 6.5** You agree and warrant not to (including not allow a third party to):
- a) access, monitor or copy any content or information in Airside using any robot, spider, scraper or other automated means for any purpose without our express written permission;
 - b) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
 - c) re-create the source code or its functionality, or make copies of the software, other than as expressly permitted by mandatory law;
 - d) send messages to Airside that contain personal data concerning a third party, promotes or encourages illegal activity, or are false, misleading, untruthful or inaccurate;
 - e) use Airside in a way that is harmful or illegal or which infringes the rights of any third party (including but not limited to copyright and trade marks); or
 - f) use Airside or its content or information for any commercial purpose (directly or indirectly). The content and information in Airside (including, without limitation, roster information, contact information to other crew and flight details), as well as the infrastructure and layout (including, without limitation, underlying software code and data) used to provide Airside or such content and information, is proprietary to us or our suppliers. You agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, sell or resell any content or information obtained from Airside.

7. DISCLAIMER

- 7.1** Airside is a free service and is provided 'as is' without warranties of any kind. Your use of Airside is solely your responsibility and at your own risk. To the extent permitted by law, SAS does not give any warranties, express or implied, of any kind including, but not limited to, with regards to functionality, accessibility, quality, qualification for any

particular purpose, suitability or accuracy of Airside. We strongly advise not to rely solely on Airside, as there may be situations where Airside is unavailable, due to, but not limited to, maintenance and circumstances beyond our control. Always check Crew Services via Raiintra in case of problems with accessing Airside.

- 7.2** SAS reserves the right to, at our sole discretion, modify, suspend or discontinue the provision of Airside. To the extent permitted under mandatory law, SAS is not liable to you or any third party for any direct, indirect or other damage or loss of any kind, arising

out of, or in connection with, the provision of Airside. SAS is not liable to you for any third party claims made against you.

- 7.3** SAS reserves the right to, temporarily or permanently, suspend your access to Airside with immediate effect if we have reason to believe that you are violating these Terms, the Privacy Notice/Privacy Policy for Employees or SAS Code of Conduct. SAS reserves the right to modify or to temporarily or permanently suspend the provision of Airside at any time without prior notice, in our own discretion, or if required by law or by a decision of an authority. SAS shall not be liable to you or to any third party for such modification, suspension or discontinuance.

8. YOUR OBLIGATIONS TO INDEMNIFY US

- 8.1** You are liable for any damage or loss inflicted on us, or any third party, due to your breach of these Terms, including but not limited to the misuse of Airside. You agree to indemnify us in relation to any claims, costs (including reasonable legal costs), damages, expenses, liabilities and losses incurred by us in relation to your breach of these Terms or applicable law.
- 8.2** If content you send via Airside or the manner in which you use Airside infringes a third party's rights, you agree to immediately cease such use, and indemnify us from all damages, losses, costs and expenses incurred by us as a result of such infringement.

9. TERMINATION OF USE OF AIRSIDE

- 9.1** If you wish to terminate your Airside account and thereby the agreement concluding by and between you and SAS following your acceptance of these Terms, you can just logout from Airside app.

10. GENERAL

- 10.1** Change of Terms. We reserve the right to change these Terms. We will in such case well in advance and in clear terms communicate the upcoming changes, so that you can choose to terminate your use of Airside if you do not agree to the changes.
- 10.2** Assignment. You may not assign or transfer any rights, including but not limited to licenses, or obligations under these Terms. SAS may assign or transfer our rights and obligations under these Terms without your consent.

10.3 Costs. You shall bear any telecommunication and network costs and other charges related to its access or retrieval of the Airside application.

10.4 Questions. If you have any questions regarding these Terms or the use of Airside, please contact labs@sas.se.

10.5 Beta Services. SAS sometimes release products and features that we're still testing and evaluating ("**Beta Services**"). Beta Services are labeled "labs", "alpha," "beta," "preview," "early access," or "evaluation" (or with words or phrases with similar meanings) and may not be as reliable as the core services. Beta Services are made available so that we can

collect user feedback, and by using any of our Beta Services connected to Airside, you agree that we may contact you to collect such feedback.

11 Feedback Services. Through the app you are able to send feedback to developer about bugs and new feature, by submitting feedback you are giving the developer consent to answer via SAS email system. Feedback conversations are stored within SAS email system with retention according to SAS IT policy.

11. DISPUTES AND APPLIABLE LEGISLATION

12.1 To the extent permissible by local law or regulation, these Terms shall be governed by and construed in accordance with Swedish law. Both parties submit, to the extent permitted by local law or regulation, to the non-exclusive jurisdiction of the district court of Stockholm to resolve any dispute that may arise out of these Terms.

12.2 Any provision of these Terms declared void or unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the other provisions remaining, which shall continue unaffected.