

# Terms of Service for the use of SFSA Flight Support

**These terms and conditions apply from 25 May 2018**

## **See also General information and advice regarding customer/airspace user registration at SFSA Holding KB (LP)/SFSA Flight Support**

On May 25, 2018, the new Data Protection Ordinance (GDPR), (EU) 2016/679, came into force throughout the EU and replaced the Personal Information Act (PUL).

The purpose of the PIA (PUL) was to protect people from violating their privacy when processing their personal data.

The GDPR further strengthens the individual's rights through tougher requirements on companies such as SFSA Holding KB (LP) / SFSA Flight Support that process personal data.

Our terms of use and our privacy policy are updated according to GDPR.

Here we describe how and why we save your data.

For example, when you choose to subscribe to a newsletter, register as a customer/airspace user in our customer/airspace user register, send an e-mail or choose to get information from us when you do your flightplanning.

### **1. General**

These customer/airspace user conditions apply between SFSA Holding KB/SFSA Flight Support and the person who has been granted registration as a customer/airspace user with SFSA Holding KB/SFSA Flight Support.

This agreement can and will be transferred to SFSA Flight Support, even if this agreement remains with the parent company SFSA Holding KB, and information will not be communicated personally but will be presented in this agreement text when this has happened. These Terms are the entire agreement between you and us regarding your access to and use of our website and the SFSA Flight Support Services.

The rights and remedies set forth in these Terms are cumulative and without prejudice to any other accrued rights and remedies, whether contractual, statutory or otherwise.

If any of these Terms is or becomes illegal or impermissible under applicable law, the portion that is illegal or impermissible is deemed to be removed from these Terms.

The remaining terms remain in full effect. If we do not insist that you perform any of your obligations under these Terms or if we do not enforce our rights against you or if we delay doing so, this will not mean that we have waived our rights against you and will not mean that you do not have to comply with these obligations.

If we waive a default by you, we will only do so in writing, and this does not mean that we will automatically waive any subsequent default by you.

Save as set out in the indemnity, nothing in this Agreement shall create any right for any third party under the Third Party Contracts Act (1999).

These terms and conditions and your relationship with us are subject to and shall be interpreted in accordance with Swedish law.

Sweden's and the EU's courts shall have exclusive jurisdiction in a dispute that may arise under or in connection with these terms and conditions.

### **2. Definitions**

SFSA Flight Support is SFSA Holding KB / SFSA Flight Support: s system messaging text, image, video, audio and data over the Internet, as well as for marketing and ordering goods and services.

This includes airport, aviation, meteorological, and other similar information as determined by the following; Luftfartsverket-LFV AB, The Swedish Transport Agency-Aviation/Transportstyrelsen-Luftfart, SMHI, ICAO, IATA, EASA, EU, FAA, Eurocontrol, Met Office-UK, AVINOR, FINAVIA, Naviair-DK, Isavia, Deutsche Flugsicherung GmbH, SIA (SERVICE DE L'INFORMATION AERONAUTIQUE)-France, AUSTRO Control, ENAV (Italy), ATC the Netherlands, NATS UK, National Oceanic and Atmospheric Administration (NOAA)-USA, Aviation clubs' websites with officially published information about contact persons, airport data, etc.

SFSA Holding KB / SFSA Flight Support does not guarantee the accuracy or timeliness of any information stated or published in the publications and takes no responsibility whatsoever for the content of external official information officially published from the above-mentioned organizations / companies.

**Address**  
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Box 29002  
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360-6027

**Phone**  
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Inaccuracies in the information from third parties and possible damages as a result of these must always be made to these third party information providers with regard to liability and compensation claims. *See also point 8.1 below.*

- 1 Username with password gives the Customer/airspace user access to any customer benefits.
- 2 The customer/airspace user chooses a unique username and password.
- 3 Username may not be offensive.
- 4 SFSA Holding KB/SFSA Flight Support can refuse connection if it is found that applicants do not meet the applicable requirements for connection.

### 3. ADs from external companies such as airlines, car rental companies, hotels and airport transfers on our website?

When booking a flight, car rental or hotel room through these AD's, this process is completely beyond our control.

**SFSA Holding KB (LP) / SFSA Flight Support** is not responsible for the content or functionality of these sites and is not responsible for any damages caused by such content or functionality of those sites that are not operated or controlled by SFSA Holding KB (LP) / SFSA Flight support.

Personal data comprises all information that directly or indirectly can be referred to a natural person who is alive, e.g. name, postal address, e-mail address and phone number.

A controller of personal data is the natural or legal person who processes personal data and who decides why and how such data shall be processed.

The responsibility lies entirely with the following affiliate companies we cooperate with providing all AD's on our website regarding personal data.

- *The affiliate companies position under the GDPR is as Data Processor*
- *The advertisers responsibility under the GDPR is as Data Controller*

The advertisers are the controllers of personal data provided to them by us through sub-sites of these companies and that are published and maintained by them or its subsidiaries unless otherwise indicated when such data is collected, or personal data that we are asked to provide them with in other situations if not otherwise is indicated.

By using our website you consent to our Privacy policy including third-party advertising companies serving ads when you visit our website.

These companies may use information (not including your name, address, email address or telephone number) about your visits to this and other websites in order to provide advertisements about goods and services of interest to you.

In order to do this, our advertising partners may place a cookie (a small text file) on your computer; or collect device id's or other device data and link you various devices to the same anonymous user profile using hashed (de-identified) user login id's.

Please, read our [Privacy policy](#) for detailed information and for instructions to disable third-party advertising.

#### **Cooperative affiliate companies are as follows:**

- 1.) [CJ Affiliate by Conversant/Conversant Europe Ltd.](#) | Bothestraße 13 | 81675 München | Germany.
- 2.) [AWIN AB/AWIN AG](#) | Eichhornstraße 3 | 10785 | Berlin | Deutschland/Germany
- 3.) [Booking.com B.V](#) | Herengracht 597 | 1017 CE Amsterdam | Netherlands  
Postadress: Postbus 1639 | 1000 BP Amsterdam | Netherlands
- 4.) [Tradedoubler AB](#) | Birger Jarlgatan 57 A | 113 56 Stockholm | Sweden
- 5.) [Performance Horizon Group Limited \(Partnerize\)](#) |  
8 th Floor, West One, Forth Banks, Newcastle upon Tyne NE1 3PA | United Kingdom
- 6.) [Rakuten Marketing Ltd.](#) | 71 queen Victoria street 7th Floor Queen Victoria Street | London EC4V 4AY | United Kingdom
- 7.) [Affiliate Future](#) | John Carpenter House | 7 Carmelite Street | London, EC4Y 0BS | United Kingdom
- 8.) [Webgains Ltd](#) | Third Floor | 21 Farringdon Road | London, EC1M 3HA | United Kingdom

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#### 4. Registered customer member/airspace user

**4.1** As a registered customer member, it means that Customer member/airspace user receives share of the customer member benefits from SFSA Holding KB / SFSA Flight Support, which includes:

- access to airport information (data bank), existing free briefing service from external publishers/producers, etc
- access to various future conferences, discussions and other interactive services
- access to a customer page specially designed for all customers/air space users
- customer letter with information about Svenskaflygplatser.com/SFSA Holding KB and special offers based on reported service areas and requests.

**4.2** SFSA Holding KB / SFSA Flight Support is entitled, for technical or operational reasons, temporarily to suspend the Customer member from SFSA Holding KB / SFSA Flight Support for technical or legal reasons or for security reasons.

**4.3** The Customer member/airspace user is responsible for all material that this submits to SFSA Holding KB / SFSA Flight Support, both text, images, video, audio and data as well as links to other websites within or outside SFSA Holding KB / SFSA Flight Support.

The Customer member/airspace user undertakes, in open discussions (News mm) on SFSA Holding KB / SFSA Flight Support, not to market their own or others' goods or services, comply with the provisions of the Act and SFSA Holding KB / SFSA Flight Support's Security and Ethics Rules. (*see General Information and Advice*).

**4.4** Contains the material that the Customer member/airspace user is responsible for data that violates law, invokes crimes, may be offensive to individuals, or may damage SFSA Holding KB / SFSA Flight Support's operations, SFSA Holding KB / SFSA Flight Support is entitled to remove and / or not forward the material.

**4.5** The customer member/airspace user is fully responsible for the use of his username with password.

These may only be used by the Customer member/airspace user and shall be kept in a safe manner so that unauthorized persons may not be able to access them.

The Customer member/airspace user shall promptly notify SFSA Holding KB / SFSA Flight Support - Customer member/airspace user Service if the password has been lost or cleared, or there is suspicion that any unauthorized person has been granted such confidential information. (*See General Information and Advice*).

#### 5. Information and consent?

**5.1** SFSA Holding stores and processes automatic data processing data on customer member registration and its customer member benefits at [www.Space2u.com](http://www.Space2u.com).

Google.com manages Customer member's use of SFSA Flight Support and its customer member benefits.

The Customer agrees to such data processing and that SFSA may provide information in order to provide the services and offers that the Customer member has ordered or reported its interest in under the terms of the GDPR.

**5.2** SFSA Holding KB may (according to GDPR) disclose Customer member's name, address, e-mail address, telephone number or other information if Customer member has not notified that they are to be protected. Such notification must be by e-mail to SFSA Holding KB / SFSA Flight Support Customer Service (see General Information and Advice). SFSA Holding and SFSA Flight Support confirm the notification (pursuant to Section 23 and Section 24 of the Personal Data Act and subsequently GDPR.) To the e-mail address which the Customer has last notified.

If the Customer member has stated that the information may not be used for direct mail, the data may not be sold for such purposes.

**5.3** SFSA Holding KB handles the organization number of the organization or personal identification number other coordination number in accordance with the GDPR

The motives are as follows:

The importance of a secure identification of a valid air certificate, license certificate or other similar.

The purpose of the processing is to provide the user with the opportunity to avail of future aviation services provided by one of the following organizations:

- LFV (Aviation Administration), the Swedish Transport Agency-Aviation, SMHI, Eurocontrol, EASA, EU, ICAO, IATA, FAA and other similar aviation organizations and aviation authorities.

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## 6. AGREEMENT: Power of your Commission/Proxy

**6.1 You hereby authorize SFSA Holding KB (969711-2705) to represent you as a customer member/airspace user in our company SFSA Holding KB incl. our services SFSA Flight Support-Svenskaflygplatser.com regarding the following:**

1. to safeguard the interests of customer members/airspace users in aviation policy, financial, operational and technical matters and to continuously convey information about these,
2. to monitor initiatives and measures from national and international authorities and organizations and work to ensure that they are managed in the best interests of customers/airspace users,
3. to try as far as possible to prevent military or state/municipal subsidized aviation operations from competing on the commercial aviation market under other conditions,
4. to constantly promote the continued development of the quality of customer member/airspace user flight operations,
5. to constitute a referral body,
6. to spread the importance of aviation for society and business
7. act at meetings and/or negotiations for our airspace users regarding all types of charges/fees (including air traffic control charges), rules, permits, airspace, etc. (According to EU COMMISSION REGULATION (EC) No. 2150/2005 of 23 December 2005 on common rules for a flexible use of airspace (FUA Regulation)) with:
  - a.) airport owners such as Swedavia AB,
  - b.) all regional, municipal and private airports in Sweden,
  - c.) "ATM" from such as Luftfartsverket-LFV AB (Sweden), Aviation Capacity Resources AB-ACR, Skyguide S.A., etc.
  - d.) The Swedish Transport Agency-Aviation
  - e.) LFV AB
  - f.) the Swedish Transport Administration (Trafikverket)
  - g.) European Union Aviation Safety Agency (EASA)
  - h.) International Civil Aviation Organization (ICAO)
  - i.) The International Air Transport Association (IATA)
  - j.) other civil aviation authorities within the EU, UK, Norway and Switzerland

### 6.2 Charges for air traffic control

Air Traffic Control (ATC) Charges are levied on aircraft to cover the air traffic services provided by Air Traffic Service Providers (ANSPs) over a portion of airspace, generally coinciding with national boundaries.

In the presence of unfair practices:

- SFSA Holding KB coordinates efforts among customer member airlines/aircraft owners/operators/airspace users to find solutions and promote an effective dialogue with ANSP (ATM) including so-called Remote TWR services regardless of the operator of this specific service such as LFV AB, Aviation Capacity Resources AB- ACR, Eurocontrol, Skyguide S.A., NAVIAIR, NUAC, borealis ALLIANCE, etc.

SFSA Holding KB coordinates the efforts among our customer member airlines/aircraft owners/operators/airspace users to find solutions and promote an effective dialogue with ANSP.

Authority to represent you as a customer member/airspace user at meetings and/or negotiation of fees, rules, permits, etc. with airport owners such as Swedavia AB as well as representatives or owners of municipal and private airports in Sweden.

## 7. Limitation or Immediate Termination

**7.1** SFSA Holding KB / SFSA Flight Support or Customer member/airspace user is entitled to terminate customer member/airspace user registration for immediate termination if the other party violates any essential provision in the Customer member/airspace user Terms.

**7.2** SFSA Holding KB / SFSA Flight Support has the right to completely or partially limit Customer member/airspace user Benefits to Customer member/airspace user or terminate Customer member/airspace user Registration for immediate termination if the Customer member/airspace user intentionally, repeatedly or flagrantly violates laws or security and ethics rules for SFSA Holding KB / SFSA Flight Support.

**7.3** Customer member/airspace user Registration ceases without special notice if SFSA Holding KB / SFSA Flight Support terminates SFSA Holding KB and / or SFSA Flight Support for any reason here or for the right to or prevented using the SFSA Holding KB and / or SFSA Flight Support system or any support function as is important for maintenance or operation.

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## 8. Agreement period and termination

Customer member/airspace user registration is valid as of the date on which SFSA Holding KB / SFSA Flight Support approved Customer member's/airspace users application and until further notice. The Customer member/airspace user may terminate his customer member/airspace user registration at any time until the end of the calendar month following the month of termination (*See General Information and Advice*).

## 9. Responsibility and damage

**9.1** When the contents of those pages and information are published by third parties, SFSA Holding KB / SFSA Flight Support may not, under any circumstances and / or circumstances, be liable for, or provide compensation for, direct damage to the Customer/airspace user as we always refer to current Notam and published information from this third party.

Any errors in the information of third parties and any damages resulting from these are always made regarding liability and compensation claims to these third-party information providers.

YOU ACKNOWLEDGE THAT if you acquire or consent to the use of a Third-Party Product from the site, you may be required to enter into a binding agreement directly with the Supplier of that Third-Party Product governing your use of that Third-Party Product; consequently, we will not be a party to the agreement between you and the Supplier with respect to that Third-Party Product.

The Supplier of each Third-Party Product is solely responsible for that Third-Party Product, its content, availability, suitability, quality and service levels and any warranties to the extent that such warranties have not been disclaimed, and any claims that you or any other party may have relating to that Third-Party Product.

SFSA Flight Support is responsible for providing maintenance and support services with respect to SFSA Flight Support Products only and as specified in these Terms.

The Supplier of any Third-Party Product will be solely responsible for providing maintenance and support services with respect to that Third-Party Product, as specified in these Terms or the Supplier EULA, as the case may be.

SFSA Holding KB / SFSA Flight Support communicates no information other than that coming from third parties.

Notices, restrictions, and advice may change at any time without any notice.

Therefore, do not attempt any air operation either in the national or international airspace without first understanding and understanding a complete pre-flight briefing.

**9.2** SFSA Holding KB is not responsible for, or compensating for, damage due to circumstances beyond the control of SFSA Holding KB or subcontractor to SFSA Holding KB, or as SFSA Holding KB could not reasonably be expected to expect or could reasonably be avoided or overcome.

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**9.4** The customer/airspace user is responsible for and must compensate for damage caused by SFSA Holding KB/SFSA Flight Support due to the customer/airspace user's breach of their obligations under these customer conditions or SFSA's safety and ethics rules. The customer/airspace user must thus indemnify SFSA Holding KB for claims from third parties and reimburse SFSA Holding KB's costs.

## 10. Transfers

SFSA Holding KB is entitled, without the consent of the Customer member/airspace user, to transfer all or part of its rights and / or obligations under these terms and conditions to other companies.

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## 11. Changes To These Terms

We may revise these terms from time to time in the following circumstances:

- changes in relevant laws and regulatory requirements
- and
- to reflect the changing nature of the SFSA Flight Support Services

If we do revise these Terms, we will give you at least one month's written notice on our website of any changes to these Terms before they take effect.

Your continued use of the SFSA Flight Support-Services after any such changes will constitute acceptance of the changes.

If you do not approve the changes, you must immediately cancel your subscription to the SFSA Flight Support Services.

## 12. Notify new or changed address

It is important that we know the address that applies to your customer member/airspace user registration.

Therefore, please report a new or changed address.

Of course, it's good to use the mailing address of the mail or better send e-mail to the SFSA Flight Support customer member/airspace user service and of course log in to your own account for change.

## 13. Security and Ethics Rules for SFSA Flight Support?

If you violate these rules, you may - in addition to suspension from SFSA Holding KB/SFSA Flight Support without warning - be liable for damages and held liable.

These safety and ethics rules apply to Customers/airspace users of SFSA Holding KB/SFSA Flight Support and other users of SFSA Holding KB/SFSA Flight Support.

The rules also apply in applicable parts to SFSA Holding KB/SFSA Flight Support advertisers and suppliers.

The rules apply regardless of how you get access to SFSA Holding KB/SFSA Flight Support, i.e. regardless of whether it takes place via broadband, WiFi, landline or in some other way.

Information that you post on messages or posts in conferences, News and the like must comply with the law, customary morality and the general ethics that prevail on the Internet (Netiquette).

### **You must therefore:**

- **not** incite crime or spread someone else's incitement to crime,
- **not** make or spread statements that discriminate or single out someone's race, skin color, gender, religion, belonging to an ethnic group or sexual orientation,
- **not** distribute pornographic images of children, grossly pornographic images or images depicting gross violence, coercion or cruelty,
- **not** make or spread statements that are offensive or defamatory,
- **not** make or spread marketing for your own or others' commercial activities.

The copyright of others must be respected

Therefore, always ask for permission if you want to copy or use computer programs, text, images, video or sound that someone else has created or holds the rights to and if it is not clear that they are free to use.

Also, do not use someone else's name or photograph/image without their permission.

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#### 14. General information and advice regarding customer member registration in SFSA Holding KB / SFSA Flight Support?

**Who is responsible for SFSA and customer member registration?**

Responsible for SFSA Flight Support is SFSA Holding KB.

Your SFSA Flight Support customer member/airspace user registration agreement is conducted with the main company and the owner SFSA Holding KB.

**SFSA Flight Support Customer member/airspace user Service**

You can contact SFSA Flight Support Customer member/airspace user Service by e-mail via e-mail form regarding:

- customer member/airspace user registration request,
- Request for Optional Services, or
- lost, cleared or suspected cleared password

**SFSA Flight Support Customer member/airspace user Service is**

SFSA Holding KB  
SFSA Flight Support  
Box 29002  
SE-100 52 Stockholm, SWEDEN

Email to SFSA Flight Support customer/airspace user service is sent via a form available on our website and under the main menu at the top right or in the menu along the bottom right.

#### 15. Who is responsible for the personal information we collect?

**SFSA Holding KB** with its underlying service SFSA Flight Support, org. no. 969711–2705, with address Box 29002, 100 52 Stockholm, is the data controller for the company's processing of personal data.

**Processor**

Our company SFSA Holding KB's (reg. no. 969711–2705) Processor is Space2u.com (reg. no. 556598–8705) and this company is thus responsible and manages our database in full by agreement.

SFSA Holding KB (reg. no. 969711–2705) does not own any printed information from this database.

#### 16. When does this policy apply?

This privacy policy applies to personal data about you that we collect, use and otherwise process in your relationship with us as the customer/airspace user or prospective customer/airspace user, including when you plan your flight with us.

Additional terms and conditions or policies may apply if you choose to take additional services from us.

Last updated: May 25, 2020  
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