

Central Route Charges Office

Service Central des Redevances de Route



# ETNA Terms and Conditions

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Edition date: 16 November 2022

## 1. Terms and Conditions

These Terms and Conditions ("Terms", "Terms and Conditions") govern the access to and use of the ETNA portal made available by EUROCONTROL<sup>1</sup> ("us", "we", or "our") to an airspace user ("you").

Your access to and use of ETNA is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all users who access or use ETNA. Please read these Terms carefully and then click "Agree" to confirm your understanding and acceptance.

If you already are an ETNA user, these Terms and Conditions, upon acceptance, will supersede the terms and conditions contained in the Agreement between EUROCONTROL and the participating entities in the EUROCONTROL route charges system.

These Terms do not govern the establishment and collection of the air navigation and communication charges by EUROCONTROL.

## 2. Description and purpose of the Service

ETNA is the digital portal that manages the electronic interactions between the EUROCONTROL Central Route Charges Office (CRCO) and the national administration, air navigation service provider or national route charges office of a State. ETNA Services include the consultation and download of reports related to the billing and collection of air navigation and communication charges as well as the access to on-line transactions facilitating your interactions with the CRCO.

You agree not to use ETNA for any other purpose than the one described herein.

## 3. Validity of electronic documents and transactions

By registering to use ETNA, you agree to be bound by these Terms. Your registration is an acknowledgement that you are able to electronically receive, download and print these Terms and the documents transmitted to you by ETNA.

Under these Terms, you expressly waive any rights to dispute the validity of these Terms and of any:

- document transmitted electronically via ETNA on the sole ground that it was transmitted electronically;
- transaction executed on-line via ETNA on the sole ground that it was executed on-line via ETNA.

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<sup>1</sup> The European Organisation for the Safety of Air Navigation

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## 4. Admissibility of electronic documents and transactions

To the extent permitted by national law, you hereby agree that in the event of dispute, the records of documents transmitted electronically via ETNA or of transactions executed on-line via ETNA shall be admissible before the Courts and shall constitute evidence of the facts contained therein unless evidence to the contrary is presented.

## 5. Document Storage

All documents will be available 2 years on ETNA for download. You have the responsibility to store these documents, not to lose, destroy or damage them and to create a personal archive in accordance with the applicable national law.

You shall provide and maintain the equipment, software and services necessary to receive, view, record and store electronic documents that are available via ETNA.

## 6. Service availability

EUROCONTROL endeavours to ensure uninterrupted access to ETNA 24 hours per day and to provide you with accurate and up to date information in case of disruption. EUROCONTROL does not however guarantee that the services will be free from loss, corruption, attack, viruses, interference, hacking, or other security intrusion.

## 7. Intellectual property rights

ETNA and its original content, features and functionality are and will remain the exclusive property of EUROCONTROL. ETNA is protected by copyright and sui generis rights in accordance with Directive 96/6 EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended by Directive (EU) 2019/790 of the European Parliament and of the Council of 17 April 2019 on copyright and related rights in the Digital Single Market. You may not use our logos and visual identity in connection with any product or service without our prior written consent.

## 8. Links to other Web Sites

ETNA may contain links to third-party web sites or services that EUROCONTROL does not own or control. EUROCONTROL has no control over, and assumes no responsibility for the content, privacy policies or practices of any third party web sites or services. You further acknowledge and agree that EUROCONTROL shall not be responsible or liable, directly or indirectly, for any damage or loss caused

or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We recommend that you read the terms, conditions and privacy policies of any third-party web sites or services that you visit.

## 9. Accounts

When you create an account with us, you must provide us with accurate, complete and updated information. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your ETNA account.

You are responsible for safeguarding the password that you use to access ETNA and for any activities or actions related to your password, whether your password is with ETNA or a third-party service.

If you are the administrator of the account, you have the possibility to grant access to other staff member(s) of your entity. You have the responsibility to validate the access and to ensure that this staff member may have access to information and perform actions on ETNA.

You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or a name that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive.

## 10. Personal data protection

EUROCONTROL protects your personal data in accordance with the EUROCONTROL Regulation on Personal Data Protection adopted by its Member States and its Implementing Rules.

Please consult our [privacy statement](#) which is available on the EUROCONTROL website.

## 11. Liability

Except in the case of wilful default or gross negligence, EUROCONTROL shall not be held liable in respect of any cost, loss or damage arising out of or in connection with the use of ETNA.

In no event shall EUROCONTROL, be liable for any indirect, or consequential loss or similar damage such as but not limited to, loss of profits, loss of revenue or loss of contracts, resulting from the use of ETNA.

You shall indemnify and hold harmless EUROCONTROL and its staff, contractors, suppliers from all liabilities, claims and expenses, including reasonable legal fees, that arise from or relate to (i) your use or misuse of the service; (ii) your violation of the Terms or (iii) infringement by you, or any third party or staff member using your account, of any intellectual property or other right of any person or entity.

## **12. Applicable Law**

These Terms shall be governed by Belgian law with the exception of the rules applicable to the protection of personal data where the obligations of EUROCONTROL shall be exclusively determined in accordance with the EUROCONTROL Regulation on Personal Data Protection and its Implementing Rules.

If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

## **13. Modifications**

EUROCONTROL reserves the right at any time to revise, amend or modify these Terms and add new or additional Terms. Notice of any revision, amendment or modification will be published on the logon page and will be effective from the date of publication. Your continued use of ETNA will be deemed acceptance thereof.

## **14. Termination**

If you fail to comply with any of these Terms, EUROCONTROL may, without notice, terminate your access to ETNA.