

Table of contents

General provisions	2
Explanation of terms used	2
Detailed rules for the use of the Portal by means of the Customer Account	3
Creating a Customer Account	3
Creating a Customer's Employee's Account	4
Rights of the Customer Account and the Customer's Employee's Account	4
Responsibility	4
Rules for the use of the Portal	5
Uprawnienia usługodawcy	5
Technical requirements	6
Complaints	6
Safety of the use of the Service	6
Data processing	6
Protection of Intellectual Property Rights	7
Final provisions	8

REGULATIONS FOR THE USE OF THE PORTAL

§ 1.

General provisions

1. These Regulations set out the rules for the use by Customers of the Portal for handling shipments, including those governing: the rules for the use of Customer Accounts created by the Service Provider, the creation of Customer's Employees' Accounts, the technical conditions required for the use of the Portal, the rules for filing complaints.
2. The company has the status of a large entrepreneur within the meaning of the Act of March 8, 2013 on counteracting excessive delays in commercial transactions.
3. The company is a ground handling agent within the meaning of the Aviation Law, supervised by the Civil Aviation Authority. The list of ground handling agents is available free of charge on the Civil Aviation Authority's website.
4. In situations of violation of the Regulations by the User, LSAS reserves the right to block access to the Portal in whole or in part until the irregularity is clarified.
5. In any case, the Company's liability shall be limited in accordance with OWC, unless it has been excluded in its entirety by the Regulations.
6. The Portal for handling shipments is made available only for use by the Service Provider's Customers, remaining a party to agreements concluded with it for handling shipments.
7. The use of the Portal is free of charge – it does not involve any additional fees to the Service Provider.
8. The prerequisite for the use of the Portal is the acceptance of the Regulations upon registering the Customer Account and the expression of consents provided by law, including, in particular, consent to the processing of personal data.

§2.

Explanation of terms used

The terms used in the Regulations mean:

1. **Activation** – the act of activating the Customer Account by the Customer authorized to use the Portal, by carrying out a series of activities, starting with creating an account for it in the form of a demo company account, activating the Customer Account using the one-time password provided by the Service Provider, sent as an activation message to the email address indicated by the Service Provider, approving the data entered automatically and expressing the required consents.
2. **Portal** – a web portal, made available at portal-ktw.cargo.lsas.aero to the Service Provider's Customers, through which it is possible to manage a shipment according to the rules specified in the Regulations.
3. **Customer** – a natural person, legal person or organizational unit with whom the Service Provider has concluded an agreement for providing services in the field of handling shipments.
4. **Customer Account** – the main company account created by the Service Provider and made available to the Customer, through which the Customer is able to view orders processed by the Service Provider, file complaints or cancel orders, as well as create and delete Customer's Employees' Accounts.
5. **Customer's Employee's Account** – an account for an employee of the Customer, created exclusively from the Customer Account level, allowing persons authorized to act for and on behalf of the Customer to manage the shipment.
6. **OWC** – General Terms and Conditions of Cargo Services applicable at the Company's Cargo Branch Offices in Warsaw and Katowice.
7. **Customer's employee** – a natural person with full capacity to effect acts in law, who is an employee or partner of the Customer, acting on its behalf and for its benefit.
8. **Aviation Law** – the Act of July 3, 2002 – Aviation Law (consolidated text, Journal of Laws 2020.1970, as amended).
9. **Telecommunications Law** – the Act of July 16, 2004 – Telecommunications Law (consolidated text, Journal of Laws of 2019, item 2460, as amended).
10. **Regulations** – these regulations for the use of the Portal.
11. **Provision of services by electronic means** – the provision of the Service by sending and receiving data via ICT systems at the individual request of the User, without the simultaneous physical presence of the parties, whereby the data are transmitted via telecommunications networks within the meaning of the Telecommunications Law.

REGULATIONS FOR THE USE OF THE PORTAL

12. **Agreement** – an agreement for handling shipments concluded between the Service Provider and the Customer for the provision by the Service Provider of all services provided within the framework of or in connection with the cargo warehouse it keeps, including, in particular, those concerning unloading or loading, in the import or export process.
13. **Service** – a service provided electronically by the Company through the Portal, described in § 3 of the Regulations.
14. **Service Provider or Controller** – LS Airport Services S.A. with its registered office in Warsaw, at ul. J. Gordona Bennetta 2b, 02-159 Warsaw, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under KRS number: 0000355602, NIP (Tax Identification Number): 522-29-49-523, share capital of PLN 40,440,020.00, fully paid-up, BDO: 000113178.
15. **Personal Data Protection Act** – the Act of May 10, 2018 on the protection of personal data (consolidated text, Journal of Laws of 2019, item 1781, as amended).
16. **User** – any natural person using the Portal through a Customer Account or Customer’s Employee’s Account.
17. **GDPR** – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
18. **Shipment management** – activities which can be performed in the Customer Account and/or the Customer’s Employee’s Account, consisting in, among others, placing an order for the provision of the service, viewing and monitoring the order, modifying the order. The range of activities that can be performed in the Portal depends on the type of the Account created (Customer Account or Employee’s Account).

§ 3.

Detailed rules for the use of the Portal by means of the Customer Account

1. Through the Portal, under the terms and conditions of these Regulations, the Service Provider will provide a service allowing to:
 - a) place an order for handling a shipment by the Service Provider;
 - b) share information about the stage at which the service is being implemented;
 - c) modify the order until the Service Provider starts implementing it;
 - d) cancel the order.
2. The Customer, through the Portal, will also be authorized to enter any data regarding the shipment, in particular:
 - a) AWB or HAWB shipment number and data;
 - b) customs message numbers for export/import clearance, e.g.: PZC numbers, IE029, DS299;
 - c) personal data, e.g.: shipping employees, drivers collecting shipments;
 - d) data regarding ordering the services for implementation by the Service Provider.

§ 4.

Creating a Customer Account

1. The demo Customer Account will be created by the Service Provider and assigned to the company email address provided by the Customer in the Agreement.
2. A link to register on the Portal and activate the Customer Account will be automatically generated and sent to the Customer’s e-mail address provided in the Agreement.
3. On the page to which the Customer will be redirected after clicking the link sent to its e-mail address, the Customer will be required to verify and confirm its data, which will be completed automatically in accordance with the concluded Agreement.
4. The prerequisite for the effective activation of the account, in addition to taking the activities referred to in sections 1 – 3 above, is the approval of the Regulations of the Portal. Failure to approve the Regulations is equivalent to the failure to activate the Customer Account and, consequently, the impossibility to use the Portal.

REGULATIONS FOR THE USE OF THE PORTAL

5. In order to provide the Service covered by the Regulations, it is required to correctly log in by providing a proper login and individual password. All acts and orders made by the User after being properly logged in to the Portal are considered to have been made and ordered by the Recipient of the Service.
6. At any time, the Customer has an opportunity to change its password and data concerning it.

§ 5.

Creating a Customer's Employee's Account

1. The Account described in § 3 section 1 is the main Customer Account, from which the Customer is able to create and delete Customer's Employees' Accounts.
2. Creating a Customer's Employee's Account requires providing the name, surname and email address of the Employee authorized to operate the account. From the level of the Employee's account, it is not possible to create further accounts as well as to delete other accounts assigned to the main Customer Account. Failure to agree to provide the employee's data indicated in the first sentence is equivalent to the impossibility to create a Customer's Employee's Account.
3. Each Customer has the right to create an unlimited number of Customer's Employees' Accounts.

§ 6.

Rights of the Customer Account and the Customer's Employee's Account

1. The Customer, through the main company Customer Account, will be authorized to:
 - a) preview the placed order and the stage of its implementation;
 - b) manage the Employees' Accounts assigned to the Customer Account, pursuant to section 1 above;
 - c) submit the Order Cancellation subject to the approval of the cancellation by the Service Provider. The cancellation is approved after verifying the status of the shipment and the stage of progress in the order implementation. The Service Provider reserves the right to refuse to approve the cancellation.
2. Deletion of the Customer Account results in the automatic deactivation of the Employees' Accounts assigned to it.
3. The Customer's Employee, through the created Customer's Employee's Account, will be authorized to:
 - a) place an order;
 - b) preview the placed order and the stage of its implementation;
 - c) handle shipments assigned to the Customer account on an ongoing basis, including, among others: entering authorizations for the driver, entering customs exemption numbers, registering the shipment for its release from the warehouse.
4. Once an order has been placed, the Service Provider will confirm the acceptance of the order to the email address assigned to the Customer's Employee's Account from which the order has been placed. A notification of acceptance of the order will also be sent to the main Customer Account.

§ 7.

Responsibility

1. Customer shall be solely responsible for all damage resulting from the submission of incorrect data to the Service Provider or the entry of incorrect data in the Portal.
2. Responsibility referred to in section 1 applies to all data entered in the Portal (by the Customer or the Service Provider), including, in particular, the following data:
 - a) AWB or HAWB shipment number and data;
 - b) customs message numbers for export/import clearance, e.g.: PZC numbers, IE029, DS299;
 - c) personal data, e.g.: shipping employees, drivers collecting shipments.
 - d) data regarding ordering services for implementation by the Service Provider.

REGULATIONS FOR THE USE OF THE PORTAL

3. If there is any change in the data specified in section 2 above, particularly with respect to the change of the shipping employee or driver collecting the shipment, the Customer is obliged to inform the Service Provider of the changes immediately after their occurrence. In the event of failure to meet this obligation, the Service Provider shall not be responsible for damage resulting from such failure.
4. In the event of damage to third parties or to the User as a result of the incorrect or erroneous entry of data referred to in section 2, the Customer undertakes to redress this damage within 7 days from the date of submitting a claim by the aggrieved party.
5. The Customer shall indemnify the Service Provider from any liability towards third parties and shall pay all costs and expenses, due or paid, that may occur as a result of the improper or incorrect entry of the data referred to in section 2 in the Portal at the first request of LSAS within the time limit set by the Service Provider.
6. The Customer shall not be responsible, as referred to in section 1, for data referred to in section 2 erroneously entered in the Portal, if they were entered by the Service Provider in a manner inconsistent with the data provided by the Customer.

§ 8

Rules for the use of the Portal

1. At any time, the Recipient of the Service may terminate the use of the Portal by logging out, leaving the Portal's website or closing the web browser through which it uses the Portal.
2. The User and the Recipient of the Service are obliged not to disclose the password and login to the Portal to unauthorized persons.
3. In case of entering the incorrect password for the third consecutive time, the Service is blocked (access is temporarily blocked).
4. The Service is unblocked by sending a new password to the phone number or e-mail address of Recipient of the Service, using the password recovery option, or automatically, after 2 hours of temporary blocking. The Recipient of the Service can have only one account on the XXX portal. The login and password established by the Recipient of the Service are appropriate for handling all insurance agreements.
5. The Recipient of the Service may change its phone number and e-mail address at any time.
6. The Recipient of the Service and the User are forbidden to send information and content of an illegitimate nature, offensive content, erroneous or misleading information, as well as content containing viruses or likely to cause disruption or damage to computer systems.
7. It is forbidden to use the Portal for any purpose other than in accordance with the economic activity pursued by the Recipient of the Service and the Regulations, even if these activities are undertaken for proper motives, for example, testing the protections of the portal to reveal its vulnerabilities.

§ 9.

Uprawnienia usługodawcy

1. The Service Provider is the main Administrator of the established Portal.
2. The Service Provider is authorized to create and delete Customer Accounts and Employees' Accounts assigned to them.
3. The Service Provider has full access to data regarding all orders registered on the Portal and implemented by the Service Provider.
4. The Administrator reserves the right to:
 - a) delete the Customer Account or the Employee's Account assigned to it, should a violation of the rules specified in the Regulations, OWC or the Agreement be found;
 - b) block the Customer Account or the Employee's Account assigned to it, should a violation of the rules specified in the Regulations, OWC or the Agreement be found.

REGULATIONS FOR THE USE OF THE PORTAL

§ 10.

Technical requirements

1. In order to properly use the Portal, the following are required: connection to the Internet, a web browser allowing to display HTML hypertext documents, linked in the Internet through a online network service – version Microsoft Internet Explorer 10.0 and 11.0, Mozilla Firefox 38.0 or higher, Google Chrome 43.0 or higher, cookies and Java Script enabled.
2. When using electronic services, it is required to follow the rules for safe use of the Internet and use antivirus and firewall software and keep them updated.

§ 11.

Complaints

1. The Customer has the right to file complaints about the operation of the portal through:
 - a) complaint form placed on the Portal;
 - b) in writing, to the address of the Company's registered office.
2. A reply to the complaint will be sent within 14 days from the day of its receipt in writing or through the form provided on the Portal.
3. In particularly complicated cases making it impossible to consider the complaint and reply within the time limit specified above, the Company will inform the Customer about the delay and provide a possible next date for sending a reply.

§ 12.

Safety of the use of the Service

1. The Company, as a data controller, undertakes to protect the personal data of Recipients of the Service and Users and to process them in accordance with the law and only for the purpose for which they were provided, and declares that failure to enter personal data, necessary for the purpose of ordering and performing activities within the scope of the Service, will result in the impossibility to provide the Service.
2. The Company uses technical and organizational measures to protect personal data from, among others, unauthorized acquisition and modification, destruction or loss.
3. The owner of the personal data has the right to have an insight into its personal data, and may change or correct them at any time.
4. Technical and organizational measures applied by the Company, also ensure the protection of other information entered in the system, which is not personal data, from their unauthorized acquisition, modification, destruction or loss. The Company shall bear liability for damage resulting from the unauthorized acquisition, modification, destruction or loss of this information, where such violation was the result of applying by the Company technical or organizational measures that do not sufficiently protect such information.

§ 13.

Data processing

1. The Controller of personal data of Portal Users is LS Airport Services S.A. with its registered office in Warsaw, ul. J. Gordona Bennetta 2B, 02-159 Warsaw, registered in the Register of Entrepreneurs of the National Court Register kept by the District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, under KRS No. 0000355602, NIP (Tax Identification Number): 522-294-95-23.
2. If you have any questions regarding the processing of personal data, please contact the Data Protection Officer at the email address: iod@lsas.aero or mailing address: LS Airport Services S.A., Inspektor Ochrony Danych, ul. J. Gordona Bennetta 2b, 02-159 Warszawa.

REGULATIONS FOR THE USE OF THE PORTAL

3. The Controller processes personal data of Users in order to allow them to use the Portal, i.e. to set up and operate a Customer Account and a Customer's Employee's Account, accept and implement orders for handling shipments. The Controller implements the above-mentioned purposes pursuant to Article 6 section 1 letter f) which is the Controller's legitimate interest consisting in providing Customers with a functional system (Portal) for handling shipments ordered under the concluded Agreement. Data of Users may also be processed for the purpose of possible establishment, assertion of or defense against claims, pursuant to Article 6(1)(f) of the GDPR which is the Controller's legitimate interest to secure information in case of a legal need to prove facts.
4. Personal data of Users will be processed for the period of using the Portal and for the period during which claims related to the Agreement may be revealed, taking into account the periods of limitation of claims specified in generally applicable provisions of law.
5. The Controller processes personal data of Users in the following scope: name, surname, e-mail address, telephone number.
6. Personal data of Users may be disclosed to entities authorized by provisions of law, employees/partners of the Controller, as well as entities to whom the Controller has entrusted data processing based on entrustment agreements concluded, such as providers of IT systems and services, entities providing legal services – to the extent that it is necessary to provide these services.
7. The source of the Customer's Employee's data is the Customer.
8. Pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the User has:
 - a) the right to access and receive a copy of personal data, pursuant to Article 15 of the GDPR,
 - b) the right to rectify (amend) personal data in the cases referred to in Article 16 of the GDPR,
 - c) the right to delete personal data in the cases specified in Article 17 of the GDPR,
 - d) the right to restrict the processing of personal data in the cases specified in Article 18 of the GDPR,
 - e) the right to object to the processing of personal data in the cases specified in Article 21 of the GDPR, and
 - f) the right to lodge a complaint to the President of the Office for Personal Data Protection, where the User recognizes that personal data processing violates the provisions of the GDPR.
9. Personal data of Users will not be subjected to automated decision-making pursuant to Article 22 of the GDPR, including profiling.
10. The Controller does not transfer personal data of Users outside the European Economic Area.

§ 14.

Protection of Intellectual Property Rights

1. In the event of use of the Services or the Portal in violation of the Regulations or applicable provisions of law, the Company shall have the right to process personal data of Users to the extent necessary to determine their responsibility, provided that it shall record, for evidentiary purposes, the fact of obtaining and the content of such information. The Company will notify the User of the unauthorized activities with a request to stop them immediately, as well as of the processing of personal data for the purpose specified above.
2. In connection with the Portal, the Service Provider provides the User with the content protected by intellectual property rights, in particular, copyrighted works, trademarked materials. Each User is obliged to comply with the provisions of intellectual property law.
3. Any copying, modification, as well as public reproduction of the provided content without the consent of the Service Provider is prohibited, unless it results from separate agreements or mandatory provisions of law.
4. The User is prohibited to provide illegitimate content. If the Service Provider receives an official notice or credible message about the illegitimate nature of the stored data provided by the Customer or the User, or if the Service Provider independently becomes aware of such activity, the Service Provider may prevent access to such data. The Company will not be liable to the User for any damage caused by preventing access to data with illegitimate content.

REGULATIONS FOR THE USE OF THE PORTAL

5. Where the Company transmits the data provided by the Recipient of the Services through the telecommunications network, the Company shall not bear liability for the transmitted data, provided that the transmission is not initiated, the recipient of the data transmission is not selected, and the data subject to transmission are not deleted or modified.
6. The exclusion of liability referred to in sections 4-5 also applies to automatic and short-term intermediate storage of transmitted data, if this action is only for the purpose of carrying out the transmission, and the data are not stored for longer than it is usually necessary to complete the transmission.

§ 15.

Final provisions

1. The Regulations are available free of charge, among others, on the website at: portal-ktw.cargo.lsas.aero
2. A link to the Regulations will also be made available in the Customer Account and in the Customer's Employee's Account.
3. The Company has the right to modify the Regulations, the scope of Services and the operation of the portal at any time without the consent of the User and the Recipient of the Service. The Service Provider shall inform about the change through the Service when the User logs in for the first time since the change in the scope of the Services has been made and, if the User agreed to it, by e-mail to the User's e-mail address. The use of the Portal by the User after the change will be possible only after the User agrees to the changes.
4. Matters not included in the Regulations shall be governed by the Agreement concluded by the Company with the Customer and by OWC.
5. Applicable law in the provision and implementation of the Services and claims related to the portal shall be the provisions of Polish law, while the court competent for the resolution of any disputes with regard to the provision of services by electronic means shall be the common court having the jurisdiction over the Company's registered office.