

Terms and conditions

Please read the Terms and conditions carefully. They govern your use of the Traveas AB ("Traveas") website ("The Website") and any Service provided from Traveas site (including but not limited to any of our "The Services".) If you do not agree with the Terms and Conditions, do not use this Website or the Service. By Registration and/or using The Website or The Services you agree that you have read, understood, and agree to be bound by these Terms and conditions. If you do use The Website or The Service, your conduct indicates that you agree to be bound by these Terms and conditions. For definitions and their meaning, see item 1 below.

IT IS AGREED as follows:

1. Definitions

Unless the context otherwise requires:

"Mobile Network" means networks operated by, see list;

"Customer" or "you" shall mean the individual or company using our Services. Unless otherwise specified, words importing the singular include the plural, words importing any gender include every gender and words importing persons include bodies corporate and unincorporated; and (in each case) vice versa.

"Identification" means information supplied to Traveas via The Website or through a licensed vendor of The Service in order to identify the end user. This may be (but is not limited to) through phone number, departure airport, date of travel or any other information asked for when you register for The Service

"Mobile Phone" means a digital mobile telephone capable of receiving SMS information services connected to one of the Mobile Networks;

"Registration" is the process by which the Customer registers for The Service by:

1: Filling out the required forms at www.traveas.com

2: Registering with an authorised Traveas reseller or partner.

3: The process by which the Customer registers for The Service by sending a text message in the format shown on the website to the number 72190 or 71160 from the Mobile Phone on which he intends to receive The Service, correctly following the instructions published at www.traveas.com and through other media.

4: Correctly following any other process for subscribing to The Service as may be published by Traveas from time to time;

"Service Provider" means the party with which the Customer has a contract to use the Mobile Phone where that party is not the Mobile Network to which the Mobile Phone is connected;

"SMS" means a text messaging facility used by Traveas to provide The Service over the Mobile Networks;

“*The Service*” means the provision of information provided by Traveas and subscribed to by the Customer via Registration.

“*The Website*” means the website located at www.traveas.com and any other pages hosted at that URL.

2. Ownership and use of information

2.1 Unless otherwise specified all material on The Website unless otherwise specified belongs to Traveas or licensors. You may use that material only for Your own personal use. You may not use or distribute the material on The Website for commercial purposes, whether revenue generating or not.

2.2 Except as stated in the clause 2.3 below, the contents of The Website may not be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without the prior express written permission of Traveas.

2.3 You may, at your own risk, print or download to disk, at your own risk, the contents of an individual page of The Website for your legitimate dealings with us. You may make one electronically stored, transient copy of the content of The Website for the purpose of viewing it while connected to the Internet.

2.4 Written permission from Traveas is required for the following:

- to remove the copyright or trademark notice from any copies of content under these Terms;
- to create a database in electronic or structured manual form by systematically downloading and storing any content;
- to alter content downloaded from The Website.

2.5 Your use of The Website does not permit use of any logo, name service mark or trademark of Traveas or any of its suppliers or contributors to The Website other than incidentally when viewing or downloading any of the content.

2.6 If you are asked to register on any area of The Website, when doing so, you must provide Traveas with accurate, complete registration information and it is your responsibility to inform Traveas of any changes in that information (including in particular your email address) by emailing info@traveas.com

2.7 You are responsible for all use of The Website and The Service and access made by you or anyone else using your Identification, and for preventing unauthorised use of your Identification. If you believe that there has been any breach of security, such as the disclosure, theft or unauthorised use of your Identification you must notify Traveas immediately by emailing info@traveas.com

3. Duration of The Service

3.1 The Service commences from the time of Registration of the Mobile Phone and remains in force until such time as the Customer unsubscribe from The Service or when the final Flight Status text message has been sent to the Mobile Phone for the flight being queried.

Kommentar [CS1]: Det är väl meningen att avtalsvillkoren anges i 1:a stycket? Här avses väl regleras när tjänsten "The Service" börjar?

3.2 You may unsubscribe at any time before The Service commences and at any time during The Service by sending the SMS message "STOP" to 71160 or 72190.

4. Service Provisions, limitation and discharge from liability

4.1 In light of the nature of fast-moving real-time information and the vagaries of the Mobile Network, the Customer acknowledges that Traveas's responsibilities extend only to the provision of indicative information because it is possible that the Customer may use The Service in a way not envisaged by Traveas:

1. Traveas makes no warranties, and accepts no liability towards you, express or implied, as to the results obtained by any person or entity by using of The Service;
2. Traveas makes no warranties, and accepts no liability towards you, express or implied, with respect to the fitness for a particular purpose or use of The Service;
3. Traveas makes no warranties and accepts no liability towards a third party;

Traveas MAKES NO WARRANTIES AND ACCEPTS NO LIABILITY TOWARDS OR THROUGH THE Customer OR TOWARDS A THIRD PARTY FOR DIRECT OR INDIRECT DAMAGE, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF PRODUCTION, LOSS OF SALES IN BUSINESS, LOSS OF OPPORTUNITY, LOSS OF CONTRACT, LOSS OF BUSINESS, LOSS OF GOODWILL, OBSTACLE TO PERFORMANCE OF OBLIGATIONS TOWARDS A THIRD PARTY, LOSS OF CONTRACTUAL BENEFIT, ANTICIPATED LOSS OF SAVINGS OR CONSEQUENTIAL LOSS OR DAMAGE ARISING FROM THE USE OF, OR INABILITY TO USE, The Service FOR WHATEVER REASON;

4.2 Traveas will use all reasonable endeavours to ensure the uninterrupted and timely supply of The Service and to take all reasonable steps at its own expense to rectify any error, omission or mistake in The Service but:

1. Traveas makes no warranties and is under no liability towards you or a third party for any error, delay, interruption, interference in, or failure of, the transmission of The Service to the Customer for whatever reason;
2. Traveas makes no warranties and do not accept any liability towards you or a third party as to the accuracy and timeliness and completeness of the information provided through The Service.

4.3 Moreover, the Customer recognises that Traveas has no liability in the event of The Service being adversely affected by interface and/or other events beyond the control of Traveas.

4.4 Any request by the Customer for any change and/or variance in The Service shall be made using such prescribed methods as may be introduced from time to time and advertised as appropriate methods of registering for or altering the Customer's use of The Service.

5. Prices and Terms of Payment

5.1 Prices for The Service shall be stated in the then current price list as published on the internet at www.traveas.com or other website from time to time or advertised in other media. All prices include VAT at the prevailing rate.

5.2 Traveas may at any time vary all or any of the prices for The Service. Any variation will not, however, affect any service that you have already ordered from Traveas or that Traveas is in the course of delivering to you.

5.3 Unless stated otherwise, the Customer will be charged the rate stated on The Website when registration occurs and such charge will be paid via the Mobile Network or Service Provider in accordance with the contract the Customer has with such Mobile Network or Service Provider for the Mobile Phone on which he receives The Service. In the event of incorrect or undelivered messages the Customer should contact Traveas by e-mailing info@traveas.com

5.4 Where the Customer registers by sending a flight number to 72190 and the maximum number of dialogue iterations is exceeded the Customer will be charged the full price of The Service as stated on The Website or other media.

6. Limitation of Traveas's Liability

6.1 The information contained in the material on The Website is solely for general information purposes and is not intended to address your specific requirements. While Traveas uses reasonable efforts to include accurate, complete and up-to-date information on The Website, Traveas makes no warranties or representations as to the accuracy, completeness or timeliness of the information. Traveas and its affiliates accept no liability towards you or a third party for any statement, material or information on The Website or any reliance on same. Traveas makes no warranties and accepts no liability, express or implied, towards you or a third party in respect of The Website.

6.2 To the extent permitted by law, Traveas excludes all warranties and conditions (express and implied) and accepts no liability towards you or a third party in respect of The Website content, the availability of The Website or any other warranty. Although Traveas makes use of anti-virus software to protect The Website content, it does not warrant that The Website [and any downloads] is free from viruses. You are advised to take your own precautions.

6.3 Traveas accept no liability for any loss or damage you or a third party incur by using The Website including but not limited to direct, indirect, actual, incidental, punitive, special or consequential damages, lost income, revenue or profits, lost of production, loss of sales in business, loss of goodwill, obstacle to lost or damaged data or other commercial or economic loss, or consequential loss or damage arising from the use from The Website resulting from your use of or inability to use this Website, even if Traveas has been advised of the possibility of such damages or such damages are foreseeable. By using The Website you agree that this limitation will apply to all content, products or services available

through The Website (unless varied by terms specific to these products or services). In the event that the applicable law does not allow the limitation or exclusion of liability or damages, you agree that in no event shall Traveas's total liability towards you for all damages, losses and causes of action of any kind exceed the amount, if any, you have paid Traveas for any products or services purchased from The Website (unless varied by terms specific to these products or services).

6.4 Traveas provides The Website and its contents on an "as is" basis. Except as expressly set out in the Terms and Conditions or the terms specifically relating to any service or products supplied from The Website by Traveas, Traveas excludes all warranties, Terms and conditions implied by statute or law, to the fullest extent allowed by law including, but not limited to, any warranty or condition of quality or fitness for a particular purpose.

6.5 The Website contains links to other websites and may contain links to WAP sites provided by independent third parties ("Third Party Sites") either directly or through frames. Traveas is not responsible for the availability or content of Third Party Sites and is not responsible for any transaction concerning goods or services available from such Third Party Sites. Traveas provides links for your convenience only but does not necessarily endorse the material on those sites.

7. Force majeure

7.1 Traveas shall not be deemed to be in breach of these Terms and Conditions, or otherwise be liable to you, by reason of any delay in performance, or non-performance of any of its obligations hereunder to the extent that such delay or non-performance is due to any circumstances beyond its reasonable control including, without limitation, acts of God, strikes, lock-outs or other industrial disputes (including without limitation a strike, lock-out or other industrial dispute to which Traveas is subject), war, riot, fire, flood, or any other disaster (an event of "Force Majeure") and the time for performance of that obligation shall be extended accordingly.

7.2 Where the performance of Traveas obligations under these Terms and Conditions is delayed or prevented by Force Majeure, we shall use all reasonable endeavours to minimise the effect of the Force Majeure on the performance of those obligations.

8. Data Protection

8.1 When using the Site you may encounter areas where you may be asked to enter User Information. Such User Information will only be used for the purposes for which it was collected, for any other purposes specified at the collection point and in accordance with this Privacy Policy.

8.2 By entering your User Information, you accept that Traveas may retain User Information. Traveas shall be entitled to use User Information for the following purposes:

1. Market Research, including statistical analysis of user behaviour
2. To send periodic communications regarding Traveas features, products and services that may be of interest to the Customer.

Any communication originating from Traveas will contain clear instructions detailing how to remove your details from our database. Traveas will not circulate your personal information to any third parties without your express authorisation (by checking the opt-in box during Registration).

9. Cookies

9.1 Traveas may use "cookies". These are text files stored by your web browser on your computer. They provide information about your use of The Website or enable The Website to be personalised for your use.

9.2 Most web browsers automatically accept cookies, but if You decide that you do not want to utilise cookies then you can amend your browser settings to prevent this you will still be able to use most of The Website without a cookie.

9.3 Traveas's cookies do not contain any personally identifying information (for example your telephone number, account or payment details) and this information cannot be accessed by using them. In addition, our cookies do not collect or record any information regarding how you are using your PC or Internet browser in any manner.

10. Changes in Terms and Conditions

Traveas is entitled without giving prior notice to the Customer to amend these Terms and Conditions, provided such amendment does not materially affect the content of the agreement. Important changes take effect as against The Customer 30 days after they are announced on The Website.

11. Suspension or Termination of The Service

Traveas reserves the right to suspend and/or terminate The Service to you, which includes the inclusion of your mobile telephone number(s) on a "blocked numbers list" in order to terminate The Service to those mobile telephone numbers, where, in our sole judgement, there has been or is likely to be a breach of these Terms and Conditions or a misuse of The Service.

12. Time bar and compensation

No claim for a reduction in fee, damages or any other claim whatsoever may be raised or asserted by you against Traveas under or in connection with The Service or The Website or this agreement unless you have notified Traveas in writing of the claim no more than two months after you became aware or ought reasonably to have become aware of the matter giving rise to the claim. If you fail to so notify Traveas, your right to compensation will be forfeited and cannot be invoked by any party.

13. Miscellaneous

13.1 Swedish law governs these Terms and Conditions. You accept the exclusive jurisdiction of the Swedish courts for the settlement of any dispute arising in connection with the construction or validity of these Terms and Conditions or the performance of The Service. The language to be used in the Swedish courts, negotiation and documents shall be in Swedish.



10.2 The headings used in these Terms and Conditions are for convenience only and shall have no legal meaning or effect.

10.3 The English language in these Terms and Conditions shall be interpreted in the way the English words are generally understood by Swedish people

10.4 Traveas is a company registered in Sweden and duly existing under Swedish law with the following registration number at the following address:

Traveas AB
Ringen 16
182 73 Stocksund
Sweden

Registration number: 556739-8143

If You would like any further information or have any comments about our privacy policy or any other aspects or service, pleas contact our Company at the address above or at info@traveas.com.