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Revision highlights

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These Terms of Use constitute an integral part of the Software-as-a-Service agreement between the Customer and one of the following Web Manuals entities (as applicable "Web Manuals" or "Supplier"): (a) Web Manuals Sweden AB, a company incorporated under the laws of Sweden with offices at Nordenskiöldsgatan 6, 211 19 Malmö, Sweden ("WMSAB"); or (b) if the Customer is headquartered in the United States or another country in North or South America, Web Manuals Inc., a company incorporated under the laws of the State of Delaware, USA, with offices at 406 9th Ave, Suite 306, San Diego, CA 92101, USA ("WMInc.").

These Terms of Use govern the relationship between the Customer and the Supplier concerning the use of web-based services ("Services") provided by the Supplier according to the following agreement (hereinafter referred to as the "Agreement").

This Agreement (including the Software-as-a-Service Agreement, the Terms and Conditions and these Terms of Use) constitutes the entire agreement between the Parties concerning the subject matter of this Agreement and any representation, promise or condition not incorporated in this Agreement shall not be binding upon either Party. No amendment, modification or addition to this Agreement shall be binding on the Parties unless made in writing and executed by both Parties.

If the terms, as set forth herein these Terms of Use, are in conflict with the Software-as-a-Service Agreement, the terms in the Software-as-a-Service Agreement shall prevail. If the terms, as set forth herein these Terms of Use, are in conflict with the Terms and Conditions, the terms in the Terms and Conditions shall prevail.

This Agreement is not intended to confer a benefit on, or to be enforceable by, any person who is not a party to it.

1.1 The Customer

The "Customer" is the legal entity, bound by this Agreement, to which the Users are linked by a relationship of employment, consulting arrangement, sub-contracted service provision or similar circumstances.

1.2 The User

The term "User" refers to an end-user of the Services, be this either a natural person or a third party legal person other than the Customer, who has been granted access to a registered User account by the Customer and thereby is granted access to the provided Services.

In the case that the Services are accessed using the Web Manuals API, the term "User" refers to the third-party system provider connecting to the Web Manuals API.

If the Customer allows Users belonging to third parties to gain access to the Services, the Customer is responsible for these Users in the same way as for its own employees.

1.3 The Service

The term "Service" refers to a single application provided through the Internet with pre-defined functionality and subscription terms to a limited group of Users who are authorized to have access to the Service.

1.4 The Services

The term "Services" refers to all contracted Services and any contracted additional software provided to any User in accordance with this Agreement and that have the characteristics and properties described on the Website at any given time.

1.5 Web Manuals API

The term "Web Manuals API" refers to the Web Manuals Application Programming Interface which provides a selection of programmatic methods exposed as public endpoints to allow retrieval, submission and manipulation of the Content in the Services. The Customer may grant a User access to the Services through the Web Manuals API by providing the User with authentication credentials that provide access to selected parts of the Services.

1.6 The Content

The term "Content" refers to all visual, written or auditory data, information or material, such as documents, applications, text messages, media files, form data, web pages and similar materials uploaded to, transferred through, publicly posted or entered into the Services by the User.

1.7 The Website

The term "Website" refers to the Web Manuals International AB website www.webmanuals.aero or any of its subsidiary websites.

2.1 Customer responsibility

The Customer is responsible for all Users granted access to the Services without limitation and shall hold each User contractually obliged to comply with these Terms of Use. The Customer may delegate the management of the content, updating of data, etc. to a specified User. This does not limit the Customer's responsibility. The Customer shall remain liable for acts of such a User.

2.2 User Account

By granting a User access to a User account, the Customer shall ensure that the User is aware of and complies with the Terms of Use as defined in this Agreement and any future amendments to the Terms of Use as a result of amendments to this Agreement or other agreements between the Customer and the Supplier.

The Customer shall inform the User that both the Customer and the Supplier may take action that would change the nature of the Services available to the User or impose restrictions on the User's access to the Services. Such measures may include modifications of the Services, the Supplier's and Customer's administrative measures, the Customer's instructions to the Supplier and/or action resulting from the Customer's cancellation of employment or other relationship with the User.

2.3 Access to Services

The Customer shall ensure that Users only access a Service through that Service's intended user interface or, as may be the case, the Web Manuals API, and equipment with their own login credentials.

2.4 Adherence to instructions

The Customer shall ensure that Users shall comply with the security and administration instructions made available at the time of registration, within the Services, by e-mail, on the Website, or communicated in any other way by the Supplier.

2.5 Program requirements

Use of the Services may in certain circumstances require Users to use a specific version of certain software; the Customer is responsible for ensuring that Users have such versions of software. Furthermore, the Customer must ensure that Users have the proper technical equipment to use the Services. As the Services are continuously developed and modernized, the Customer should always be careful to ensure that Users use the latest versions of software to ensure the intended operation of offered Services.

Specification of recommended software versions and minimum requirements for proper technical equipment may be found on the Website.

2.6 Obligation to disclose

It is the responsibility of the Customer to notify the Supplier of any suspected violation of these Terms of Use.

2.7 User data

The Customer shall ensure that the Users provide accurate information on their identity which is necessary for providing the Services and a proper and legitimate e-mail address.

2.8 User responsibility

The Customer is responsible for all interactions with the Services done through User accounts and shall ensure that applicable domestic and international laws and regulations are followed. The Customer acknowledges and recognizes that it is not permissible to use the Services to procure materials that violate any laws or that in any way conflict with generally accepted practices and that this may be determined from time to time by the Supplier without prior notice.

2.9 Unauthorized materials

The Customer is responsible for all Content uploaded to, transferred through, publicly posted, processed or entered into the Service via User accounts; this also applies to linked objects which may be inconsistent with applicable laws and regulations. The same applies material with sexual content or material that may be otherwise deemed offensive or inappropriate.

The Customer is responsible for all communication by e-mail and similar push-messaging activated through the Services and must not allow the sending of mass e-mail without each recipient's explicit permission.

2.10 Disruption of communication

The Customer undertakes to use the Services in such a way that the current method of use does not interfere with or interrupt computer or mobile telephone communications, or block or destabilize the equipment used for the provision of Services.

2.11 Unauthorized Intrusion

The Customer undertakes not to try to make any unauthorized intrusion into any resources that are linked to the IP network as a whole or to the Supplier.

2.12 Damage to third parties

The Customer undertakes not to use the Services to produce Content, which in itself – or, if sent to any other person or body – could harm the reputation of the Supplier or a third party; or in any way could lead to infringement of the Supplier's or a third party's copyright; or represents the spread of trade secret or which may incite a third party to commit or contribute to a crime; or that may be perceived as constituting a threat, nor use the Services in any other manner inconsistent with their purpose.

2.13 Restriction of access

The Customer undertakes not to provide access to the Services for anyone other than individuals and / or legal entities approved by the Customer and who have accepted the Terms of Use. User accounts cannot be shared or used by more than one individual person or legal entity.

2.14 Dissemination of credentials

If the Customer suspects that an unauthorized person has knowledge of the User's login credentials, the Customer shall immediately notify the Supplier.

2.15 Liability for damage

The Customer is responsible for direct loss or damage incurred by the Supplier arising from or in connection with any User intentionally or inadvertently revealing login credentials for the Services to a third party or if a User's login credentials are otherwise disclosed to any unauthorized person, in so far as the Customer does not immediately notify the Supplier upon suspicion of such events.

2.16 Intent

After the Supplier has been informed that it is suspected that an unauthorized person has knowledge of a User's login credentials, the Customer is responsible for the User's acts or omissions only if the Customer has acted intentionally or been grossly negligent.

2.17 Personal data and privacy

For a User to use the Services, the Customer must provide the Supplier certain personal information such as full name, e-mail address and contact details. In the event that a User registers an account at the request of another individual person or legal entity, such data can also be submitted to the Supplier by the requesting User. When such data is received, the Supplier processes the submitted data in accordance with the Software-as-a-Service agreement with the Customer.

Upon request, a User is entitled to access all personal data relating to the User's account. Such requests shall be sent to the Customer.

The Supplier also has the right and obligation to correct such information. Further information can be obtained by contacting the data controller, i.e. the Customer.

2.18 Cookies

In order for Users to be able to use the Services, each User must allow the Services to store and retrieve session information on the User's terminal equipment through the use of "cookies". The purpose of such storage and retrieval of data is to allow for the necessary authentication processes used in the context of the Services and to ensure that unauthorized persons do not gain access to the Services.

2.19 Retrieval of User information

The Customer shall, if necessary, obtain approval from each User to store and retrieve data in the Users' respective terminal equipment.

2.20 Consent

The Customer shall ensure that each User accepts these Terms of Use, specifically consenting to

- a. The Supplier collecting and processing personal data as described above,
- b. The storage of such personal data until each User's account is terminated and
- c. The storage and retrieval of data in the User's terminal equipment as described above.

2.21 Protection of personal data

The Supplier's processes for the collection, storage, protection and dissemination of data are described in the Web Manuals Data Processing and Security Terms, available on the Website.