

Berlin, 14.12.2016

# Legal Information and Data Protection

## iPhone and Android apps for the Flughafen Berlin Brandenburg GmbH (FBB)

We take the protection of your data very seriously, and it goes without saying that we are keenly aware of this responsibility. By using this app, you accept as binding this information on data protection as well as the terms of its use. FBB is responsible for the content and data protection related to this app.

Any and every use of this application that is contrary to this data protection information or to the FBB terms of use for this app is prohibited. You are obliged to observe the applicable statutory provisions as well as the contractual obligations for the use of the app.

### 1. Terms of Use

**Using the Application:** FBB grants to you the right to use this application on a smartphone solely and exclusively for personal, non-commercial use; the terms of use outlined in the Apple App Store (iOS) (<http://www.apple.com/legal/itunes/de/terms.html#SERVICE>) and the terms of use of the Google Play Store (Android) ([https://play.google.com/intl.de\\_de/about/play-term.html](https://play.google.com/intl.de_de/about/play-term.html)) apply.

The modification, reproduction, publication, licensing, sale or other commercial use of this application or of any information or software associated with this application is prohibited. You are prohibited from hiring out, leasing or otherwise transferring any rights to this application.

You are obliged to use the application exclusively in compliance with all of the applicable laws, our terms of use, the requirements of your provider and/or other third parties. If you are in breach of any provision in these terms of use, your right to use this app will immediately lapse.

FBB is not in any way obliged to provide maintenance or support services in relation to this app.

**VBB-Data:** The Verkehrsverbund Berlin-Brandenburg GmbH (VBB) has given its consent to the display of timetable data in this app (by selecting "Bus and Train Live Display"). No warranties are assumed for the correctness and completeness of any of the displayed data.

You are not permitted to alter the content of the app, nor may it be used on any other internet sites or networked computers without the written consent of FBB. You covenant that you will not utilise the image and audio material to the detriment of the FBB.

**Warranty and Liability:** This application is provided to you free of charge. The costs for data transfer are subject to the terms and conditions of your provider.

There is no legal claim to the general availability of the app for use. FBB does not provide any support for installation, use or uninstallation of the app or to the user. Where legally possible, all warranties are excluded.

This app has been developed with the greatest possible care. Nevertheless, FBB does not assume any warranties for the completeness, correctness and accuracy of the app or for its suitability for specific purposes.

The use of the app is at the user's sole risk. In particular, FBB does not accept any liability for damage or loss occurring from the installation or use of the app, provided that such an exclusion is legally permissible. Despite up-to-date safeguards against viruses, liability for damage and impairments caused by computer viruses and other harmful program is excluded within the framework of statutory regulations.

**Subject to Change:** The app and its options for use are subject to change and non-binding. We reserve the right to modify and/or delete our app, in whole or in part, at any time, at our own discretion and without notice, or to discontinue its operation entirely. FBB also reserves the right to modify the terms of use and the data protection information at any time. You can learn about any modifications at any time by visiting this site. You are free to discontinue the use of the app at any time and to uninstal it from your device.

**Proper Law and Venue:** Where legally permissible, any and all legal claims or disputes associated with the app or usage thereof are governed by interpretation and application of the laws of the Federal Republic of Germany. Where legally permissible, venue is Berlin.

## 2. Data Protection Information

The present data protection notice applies to the use of the app and explains how the data we gather is used.

**Data collection and use:** If you use this application, the following data will be collected and stored in the App on the device in total or in part in order to offer you the best service possible. The FBB cannot and does not establish any personal reference to the user. In addition, no payment data is collected or processed by the FBB.

- Flight list data of the current selection
- Flight data of the flight held
- Time stamp of when data was loaded by the by the server (flight list, flight held, pictures, at the airport, arrival and departure, more)
- Distinct App-ID, which is generated when first starting the App and Apple token
- Time and removal to sender of the FBB
- Information on in-App-purchases for visitor terrace tickets and Priority Lane access (type of ticket and price, validity of ticket, payment method PayPal or credit card)

Our app may possibly contain links to third-party internet sites which are not operated by FBB and for which FBB is not responsible.

FBB does not have any influence or control over the content, data protection provisions or functions of third-party websites and does not assume any responsibility for these sites. If you visit the sites, your actions will be governed by the applicable regulations of the respective third party. By using this application, you expressly indemnify FBB from any and all liability for the use of third-party websites which you may access via this app.

Where payments for products are to be handled using the app, this payment data is not processed or used by FBB or the app. Payment transactions are exclusively handled by our Braintree (a division of PayPal, Inc.) and PayPal (Europe) S.à r.l. et Cie, S.C.A. (22-24 Boulevard Royal, L-2449 Luxembourg) service-providers.

**Data exchange and tracking:** This website uses Google Analytics, a web analysis service offered by Google Inc. ("Google"). Google Analytics uses so-called "cookies", i.e. text files which are saved on your device and enable your usage of the app to be analysed. The information regarding your use of the app generated by the cookie is transmitted to a Google server in the USA and stored there. Google uses the collected information to evaluate your activities with the app, to compile reports about the website activities for the website operator and to perform other services related to the use of the website and the internet. If necessary, Google will also supply this information to third parties in so far as this is legally mandated or when third parties process these data on behalf of Google. Under no circumstances will Google associate your IP address with other Google data. For more information, please refer to the data protection policy provided by Google Analytics (<http://www.google.com/intl/de/analytics/privacyoverview.html>).

During the use of Google Analytics, FBB realises the anonymisation of IP addresses by the use of the Google "anonymizeIP" code. Your IP address is recorded by Google solely in shortened form within member states of the European Union or in other states governed by the European Economic Area Treaty. Only in exceptional cases is the full IP address transferred to a Google server in the USA where it is abbreviated. By using this website, you agree to the processing of any data Google acquires about you by the means and for the purpose designated above.

**User Access and Uninstalling the App.** You can access and change the user settings for this app by going to the menu "Settings" on your device or uninstal the app completely at any time. See the operating instructions or use the application wizard on your device to uninstal the app or to make changes in the user settings.