

General terms and conditions
for the provision of services ("GTC")

1. The GTCs set out below are definitive and exhaustive, and apply exclusively to the services provided by Austro Control. Other terms and conditions are only valid if expressly acknowledged in writing. Failure to acknowledge other proposed terms and conditions, whether individual or general, shall not be construed as implied acceptance by ACG of such terms and conditions, even though the services are provided. By registering and/or making use of the services, the customer accepts these GTCs irrevocably and without reservation.
2. Customer's request for services provision shall be processed under the GTC and Product-specific terms and conditions ("STC") valid in the moment of service request. Customers are advised to inform themselves on provisions applicable on this website. Services are provided on an "as is" basis.
3. These GTCs and STCs are prepared in the German language. Translations into the English language are provided for reader's convenience. In the event of inconsistencies, deviations and / or discrepancies between German and English texts, the German text shall prevail.
4. By registering, customers apply for a customer account that enables them to make use of services via the internet. ACG may - at its sole discretion - deny the application.
5. Customer is bound to provide correct and complete information. It is customer's responsibility to inform ACG about any changes in its data without undue delay. Incomplete and/or incorrect information will not be processed, respectively ACG reserves the right to deactivate the customer account.
6. Registration for access to the system
 - a. As pilot via selfbriefing station
Selfbriefing services are aeronautical information services provided electronically at airports or airfields for pilots. AIP Austria applies exclusively for data transmission media other as specified in the GTCs.
 - b. As pilot via homebriefing
Homebriefing services are location-independent aeronautical information services provided electronically via the internet for pilots. When a pilot registers, even if via a selfbriefing station, the STCs for the relevant HB basis account apply in addition.
 - c. Registration without specifying a pilot licence
Only these GTCs apply. The relevant STCs apply only when an additional product is purchased. Provision of data takes place via internet only. By registering without specifying a licence customer is not provided with briefing services for pre-flight action.
7. Customer provides the infrastructure necessary for the use of the service. The place of delivery is the ACG server or the designated router at Austro Control's premises.
8. In the course of the business relationship ACG provides access to data, databases, documents and other information ("data") that may be protected by intellectual property rights. The customer undertakes not to infringe these rights. Use is subject to the STCs applicable to the product purchased.
The data made available may be freely used for non-commercial purposes provided appropriate acknowledgement of Austro Control's IPRs be made. For commercial use direct your inquiry to kns@austrocontrol.at.
9. ACG is released from its obligations if
 - customer does not pay sums due

- customer enters into a scheme of arrangement for debts, or
 - customer is not properly registered, or customer's information is not current, incomplete or no longer usable, or
 - customer's use of the services is not in accordance with the GTC and STC, or
 - third parties make use of customer's access data
 - customer's input to the system is malicious in intent or constitutes or results in attacks to the system.
10. Payments will be accepted only via the payments systems specified on this website. The terms and conditions of payment are as specified in the general terms and conditions of the company providing the cashless payment system. ACG reserves the right to change, restrict, extend or cancel the payment modalities at any time. ACG will not bear any payment costs.
In the event services are provided free of charge, ACG reserves expressly the right to provide future for services / data against remuneration.
11. Customer undertakes to use Austro Control's services only in accordance with the agreement and the applicable terms and conditions and not in any way to interfere with Austro Control's interests.
The customer undertakes in particular:
- a. To ensure that the services are made available only for use to third parties to the extent permitted by the agreement concluded. The customer may grant third parties no more rights than it enjoys itself. Rights of use are not transferable, and may only be sublicensed by separate written agreement between the customer and Austro Control. In the event a third party authorised by the customer infringes Austro Control's rights, customer shall indemnify and hold harmless Austro Control. The behavior of these third parties is attributed to the customer as his own.
 - b. To keep its access information confidential and to indemnify ACG for any damage caused by proliferation to or use of access information by unauthorised parties.
 - c. To refrain from and prevent misuse of access information and to notify ACG without any delay of any misuse suspected.
 - d. In the event of any breach of these GTCs or other applicable STCs by the customer, ACG is entitled to terminate the agreement for cause with immediate effect and without notice, and to suspend provision of services immediately.
12. Subject to any more restrictive limitations, Austro Control's liability for damages is limited to damages caused deliberately or by gross negligence. Austro Control's aggregate liability is limited to EUR 1,000. – (one thousand euro) per claim. All damage caused by one single detrimental event shall be treated as a single claim. For services / data provided free of charge ACG liability shall be excluded.
13. ACG makes every effort to provide error-free services.
ACG accepts no liability for information or for documents and their contents made available via hypertext links to other websites.
14. ACG is under no obligation to provide services where their provision is prevented by circumstances beyond its control, including without limitation fire, strikes, civil commotion, data transmission failures, war, force majeure or changes in the law.
15. The customer expressly authorises the use of customer data in particular for the purposes of:

- Customization of content provided, the response to its product and service request, the improvement of services, statistical purposes and other types of processing and sending of personal and other data that it requests in its initial request for system access and / or in the course of using the self- / homebriefing systems;
- Comparison of this data with other data in possession of ACG and relating to it for authentication, the purpose of ensuring the present and future functioning of selfbriefing or homebriefing systems, such as the access procedures to the system, aeronautical information, meteorological services, submission, checking and forwarding of flight plans, and charging for services
- Forwarding the data to external data processors for accomplishment of these purposes
- Storage and use of the data during the duration of the agreement and after its termination, particularly in connection with its personal pilot logbook
- Use of person related information in the course of fulfilling the agreement
- Use of personal information for all Austro Control's internal and entrepreneurial purposes
- Sending e-mails, to provide briefing-related and other information pertaining to the contractual relationship
- Sending out questionnaires, in order to improve the quality of the services
- All the data applications registered for ACG in the data protection register
- Use of its data for all the services offered on this website, irrespective of whether registration took place via a selfbriefing station or through this website.

ACG will handle all personal information in accordance with the Austrian Data Protection Act and its declared privacy policy. By making its data available, the customer agrees to its use as described above.

16. ACG is entitled to transfer the agreement with all associated assets and liabilities in whole or in part to a third party, in particular, to an association, partnership, incorporated company or other legal person in which ACG has an interest, or to an agent. In such case, no responsibility shall remain with Austro Control. It may also employ third parties to fulfil its contractual obligations.
The customer is not entitled to transfer the agreement in whole or in part to any third party.
17. The customer is only entitled to set off its claims to ACG against similar receivables due and payable that have been expressly recognised by ACG or that have been the subject of a final court decision.
18. In the event that any provision of these GTCs, of any applicable STCs or of any other provision of the agreement prove to be invalid, ineffective or unenforceable, the validity, effectiveness and enforceability of the remaining provisions remains unaffected. If a provision is invalid, ineffective or unenforceable, the parties to the agreement shall replace it with a provision which most clearly reflects the commercial purpose of the invalid, ineffective or unenforceable provision.
19. All agreements with the customer are concluded solely based on these GTCs, the product-specific STCs and any ancillary written agreements. Changes and amendments must be in writing. Any change in the above provision also requires to be in writing. No parole agreements exist, or if any, they shall be deemed null and void upon conclusion of an agreement underlying these GTCs and STC, if any enters into force.
20. The agreement is subject to Austrian substantive law, save the collision norms, as is the United Nations Convention on Contracts for the International Sale of Goods.
The court having jurisdiction in the seat of ACG shall be exclusively competent for disputes with contractual partners who are not consumers (within the meaning of the Austrian Consumer Protection Act).

21. Except as otherwise expressly specified, all obligations and rights under the agreement expire at the lapse of one the year after the service / data provision request.
22. Except as otherwise specified, enumerations contained in these GTC and applicable STC are exhaustive.

Product-specific terms and conditions
for the provision of
homebriefing services

1. Scope

- 1.1 The following special terms and conditions are to be read in conjunction with the general terms and conditions for the provision of services ("GTCs") and relate exclusively to services provided by Austro Control Österreichische Gesellschaft für Zivilluftfahrt ("ACG") in connection with ACG's pre-flight information service ("Homebriefing") provided via the internet in connection with pre-flight action obligations according to Standardized European Rules of the Air (Annex I to Regulation (EU) 923/2012) („homebriefing“).
- 1.2 Other terms and conditions are only valid if expressly recognised in writing. Failure to acknowledge other proposed terms and conditions, whether individual or general, shall not be construed as implied acceptance of such terms and conditions, even though the services are provided. By registering and/or making use of the services, customer accepts these product-specific terms and conditions – including the GTCs – irrevocably and without reservation.
- 1.3 As concerns meteorology ("MET") briefing General Terms of Trade of ACG for the provision and the exploitation of weather data related to present and past in its current version apply in addition, whereas customer will be treated as end-user.

2. Scope of use

The rights for the use of homebriefing services ("the agreement") comprise the access to briefing services for all flights for which homebriefing services are available. In providing homebriefing services ACG provides access to data, databases, documents and other information or other products based on the aforementioned which may be protected by intellectual property rights. ACG reserves its rights to this intellectual property, and the user undertakes not to infringe the rights of ACG and/or third parties.

3. Access

Upon completion of registration, the basic functionalities of the homebriefing services are available. Once registered in the homebriefing system customer may also use selfbriefing services, as the data of the homebriefing user are mirrored into the selfbriefing system. By completing registration, the homebriefing user grants its consent thereto. Registration without specifying a pilot license does not grant access to flight plan submission and MET products.

4. Basic homebriefing membership

- 4.1 Valid basic homebriefing membership is required to be able to use the services – including flight plan submission – offered on this website.
- 4.2 basic homebriefing membership permits access to the integrated briefing service, including all basic functions:
 - 4.2.1 AIS information;
 - 4.2.2 Weather information;
 - 4.2.3 Flight plan submission
- 4.3 Use of the basic functions – aeronautical information (AIS) and weather services – is included in the basic homebriefing membership. Flight plan submission in line with ICAO regulations (see below 7) is covered.

5. Use of data

- 5.1 The information provided may be freely used by customer for strictly personal, non-commercial purposes in the context of its personal pre-flight action or by aviation companies for their flights. Aviation as well as Air Navigation service providers will be provided with an offer for the commercial use of the services on request. Inquiries to be directed to kns@austrocontrol.at.
- 5.2 Where using, acknowledgement of Austro Control's IPRs must be included:

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in at least 11-point type and including the ACG logo. "YYYY" shall be replaced with the year of use.

- 5.3 Any other use requires prior express written approval by Austro Control. The customer's licence is non-exclusive, and may not be transferred or sub-licensed.
"Transfer" means any action or acquiescence in any action by a third party, or failure to take protective measures that can be expected to result in a third party acquiring use of the information.
- 5.4 As Austro Control uses Google Maps in connection with provision of HB services endusers are bound by the [Google Maps/Google Earth Additional Terms of Service](#) (including the [Google Privacy Policy](#)). These documents are available English only. Google announced that German version will follow.
6. Functionalities
Functionalities of flight plan submission and briefing system are explained in online help function.
7. Flight plans (FPLs) and flight plan submission
 - 7.1 For flights affecting the Austrian airspace and second stage flight plans, pre-flight information services and FPL processing are provided.
 - 7.2 The filing, acceptance and processing of the FPL shall be governed by the information published in the current version of AIP in a manner customary for aviation.
 - 7.3 VFR and IFR flight plans are entered into the system by the customer through a step-by-step guide or directly into an electronic replica of the ICAO form. AFIL FPL are not part of the service offered. The customer has to communicate such flight plans within the FIR Vienna by radio to the respective air traffic service provider, which handles processing in the context of its competences. With regard to AFIL FPL outside FIR Vienna, customer has to inform itself about the applicable national regulations (national AIP).
 - 7.4 IFR FPL can be checked prior to submission to see if the FPL is accepted by IFPS. Feedback from the Eurocontrol Validation Tool is displayed and the FPL can be corrected and / or sent by the customer. The customer shall take into account any information that has been published in the usual way (e.g. AIP supplements, aeronautical information circulars (AIC), NOTAM, etc). Including without limitation, required departure / arrival / enroute clearances as well as state / diplomatic clearances are to be obtained by the customer.
 - 7.5 A FPL submitted by customer arriving at the ACG AIS / ARO will be checked for correct syntax and, depending on the type of flight plan, forwarded according to generally accepted ICAO regulations.
 - 7.6 As soon as a VFR flight plan has been sent successfully, the corresponding FPL state changes to "ACCEPTED", which will be displayed in green color in the FPL overview. Flights departing in other countries than Austria will be forwarded to the responsible ARO, which is responsible for further actions and distribution.
 - 7.7 IFR flight plans accepted by IFPS will be given the status "ACCEPTED" in green color in the flight plan overview after receiving the ACK message.
 - 7.8 Flight plans that cannot be sent due to incorrect or insufficient information or that are not accepted by IFPS will be given the status "REJECTED" in red color in the flight plan overview.
 - 7.9 In the event of problems with the FPL (for example, a rejected FPL associated message i.e. change, or a slot), the flight plan is displayed in yellow in the flight plan overview.
 - 7.10 A FPL that is being processed automatically receives the status "PENDING" and cannot be edited / changed by the customer as long as the status " PENDING" is active.

- 7.11 An already accepted FPL that has been canceled with a CNL message receives the status "CANCELLED".
 - 7.12 Questions concerning the FPL, changes via telephone or slot information will be processed by the AIS / ARO Vienna (see AIP GEN 3.1).
 - 7.13 The processing of FPLs submitted by customers takes place in the order of arrival (first come, first served). The required minimum time for the FPL submission applicable in Austria are published in the AIP Austria ENR 1.10.
8. MET briefing
- 8.1 Customer has the possibility to choose between various MET briefings as well as to make certain settings in order to adapt the briefing to its specifications. Basically, MET briefings consist - dependable to their availability – in a set of weather charts (depending on flight rules and area), warnings (e.g., SIGMET) and coded weather reports (METAR, AUTOMETAR, TREND, TAF, TAF amd). The number of weather reports delivered by the system depends on the type of briefing chosen and the option "Additional METAR / TREND / TAF" set in "recommended". Not all airfields have METAR / TREND / TAF messages. In the event the briefing does not provide the requested messages, the reports from airfields nearby possessing these METAR / TREND / TAF messages must be retrieved and / or the item "Additional METAR / TREND / TAF" must be ticked. The following types of briefing are available:
 - **Route and Narrow Route Briefing:** These briefings will provide, in addition to a set of charts and warnings, the coded messages METAR, AUTOMETAR, TREND, TAF, TAF amd of the selected destination, departure and alternate airfields. The "Additional METAR / TREND / TAF" option includes all station data located in the selected flight corridor.
 - **Aerodrome Briefing:** In addition to a set of charts and warnings, METAR, AUTOMETAR, TREND, TAF, TAF amd of the airfields specified are also delivered. Further stations from the selected environment radius can be found under "Additional METAR / TREND / TAF".
 - **Area Briefing:** Contains METAR, AUTOMETAR, TREND, TAF, TAF amd of the specified airfields in addition to a set of charts and warnings. "Additional METAR / TREND / TAF" contains all station data from the map section selected.
 - If no station distributing messages is situated in the defined map section, then it might occur that no station messages are included.
 - 8.2 A MET briefing will be archived in the system at least three months after its creation and can still be downloaded or displayed within this time. Products viewed or downloaded from the Austro Control Aviation Weather page through the weather menu will not be covered by the system. MET direct requests ("Data Request for Air Route") are not considered as MET briefing as no charts are displayed.
 - 8.3 A route and narrow route briefing is deemed complete for flights between airports within Austria, subject to the availability of all required notifications and charts as specified in AIP Austria. This cannot be ensured for flights to and from foreign states. Therefore the respective national aviation weather service providers are to be contacted and additional national products have to be used. This form of MET briefing, while maintaining the default settings, complies with the minimum requirements for flights between Austrian airfields and is in line with SERA as concerns remote weather briefing for general aviation.
 - 8.4 It is advised that MET briefings should not be older than one hour before take-off.
 - 8.5 Weather products other than those provided by ACG in its official capacity are not subject of this service.
9. NOTAM briefing

- 9.1 The NOTAM briefing is provided as preflight information bulletin (PIB) in accordance with International Standards and Recommended Practices – Aeronautical Information Services, ICAO Annex 15. Customer can change certain settings to create a customised bulletin.
 - 9.2 A PIB is archived in the system for at least three months after its creation, and during this period it can be downloaded or displayed. An updated PIB with the most recently received information can also be requested, archived, downloaded and displayed.
 - 9.3 The homebriefing systems uses as NOTAM database EAD (European AIS Database).
10. Availability of service
ACG strives to make the service available 24/7, but as availability is dependent on third-party services, in particular the functioning of the internet and the quality of the connection chosen by customer, no commitment to a particular level of availability is possible.
Downtimes for maintenance are shown on the website.
11. Data transmission
 - 11.1 Homebriefing services are provided solely as an internet service by ACG only at www.homebriefing.com.
 - 11.2 AIP Austria applies exclusively for data transmission media other than as specified on this website, the GTCs and in the STCs.
 - 11.3 Establishing the hardware and software environment needed for use of the service is the customer's sole responsibility. Minimum system requirements are specified on the website.
12. Duration of agreement
The contract concluded by service request terminates upon provision of service.
13. Liability
 - 13.1 ACG makes every effort to provide the homebriefing service in a form that is complete, correct and error-free in the light of Annex 15 of the Convention on International Civil Aviation.
 - 13.2 The object of the agreement is, however, only the provision of existing information, and not the preparation or provision of complete information, or the review of existing information for correctness, clarity and completeness. The information is made available on an 'as is' basis. The data provided are only checked for Annex 15 compliance.
 - 13.3 The customer has reviewed the services offered, and judged them suitable to its purposes.
 - 13.4 All liability claims are expressly excluded.
14. Data protection
Transmission of personal information to third parties is only permitted as provided by law, under the provisions of the GTCs, STCs and the privacy policy.
15. General
 - 15.1 Enumerations contained in the document respectively on the website shall be – except as otherwise expressly specified – exhaustive.
 - 15.2 It is the user's responsibility to procure and comply with any licences required under applicable national law.
 - 15.3 Should any of the provisions of the contract concluded be or become invalid or unenforceable, the validity of the contract otherwise shall remain unaffected. ACG will as soon as possible publish an amended version of the GTCs and/or STCs on its website, with a valid provision in place of the original invalid or unenforceable provision.