



LEGAL NOTICE FOR ASKTIR^{web}: ASKTIR^{web} Terms and Conditions of Use

ASKTIR^{web} is a web based application developed by IRU for the exclusive use by Associations to manage Hauliers' admission to the TIR system as well as the issuance, control and return of TIR Carnets according to the Association TIR Manual, any other rules and instructions of the IRU, and the TIR Convention.

Any use of this application by any Associations' staff (hereafter referred to as the "User") implies automatic and full acceptance of these Terms and Conditions of Use.

ASKTIR^{web} Purpose

ASKTIR^{web} is intended to:

- a. Replace existing ATIRS98 and AskTIR applications used by Associations;
- b. Manage Hauliers' admission to the TIR system; and
- c. List and manage TIR Carnets through their entire lifecycle in the ASKTIR^{web} application.

ASKTIR^{web} is not intended to:

- a. Replace any other applications used by Customs Administrations and/or Associations;
- b. Be used for demonstration or training purposes;
- c. Be used for any purpose other than the one described in these Terms and Conditions of Use or for any other action not formally detailed in the Association TIR Manual and TIR Convention.

ASKTIR^{web} Access and Registration

- 1) The ASKTIR^{web} application is available on the internet at www.asktirweb.org.
- 2) Access to ASKTIR^{web} application is not public.
- 3) Access to ASKTIR^{web} application is restricted to authorised and registered Users only, though the use of a username and password.
- 4) Only the IRU is permitted to authorise and register Users and to distribute usernames and passwords.
- 5) To request access to the ASKTIR^{web} application, an email request should be sent by the Association to asktirweb.support@iru.org. The IRU has the sole discretion to authorise and register a User and to distribute usernames and passwords.
- 6) Usernames and passwords are provided for the exclusive personal use of the registered and authorised User and it is strictly forbidden to communicate the username and password or make either accessible to any other person.
- 7) The IRU may, without notice and at its sole discretion, deny any User access to the ASKTIR^{web} application.
- 8) In the event that the User is no longer authorised by an Association to use the ASKTIR^{web}

application on behalf of that Association, the User must not access or use the ASKTIR^{web} application. The User should immediately inform the IRU that the User is no longer authorised by the relevant Association to use the ASKTIR^{web} application so that the IRU can deactivate the User account. The User must also request the relevant Association to independently inform the IRU that the User is no longer authorised by that Association to use the ASKTIR^{web} application.

Provision of services:

IRU shall provide the following services (hereinafter the “**Services**”) to the Associations:

(i) Business continuity support services: solving all technical errors in the use of ASKTIRweb application and its infrastructure;

(ii) Improvements to the ASKTIRweb application based on the feedback provided by the Associations.

The Services under (i) and (ii) will be provided exclusively during IRU’s working hours.

(iii) Emergency services: in the sole case of an exceptional crash of the system, IRU shall provide technical support out of IRU’s working hours.

General Conditions of Use

- 1) IRU may, at any time, update the Terms and Conditions of Use of the ASKTIR^{web} application.
- 2) In case of amendment to these Terms and Conditions of Use, the Terms and Conditions in force at the time of use of the site shall apply.
- 3) No derogation or waiver on IRU's part of any provision of these Terms and Conditions of Use shall be enforceable unless it was granted or made in writing and signed by a duly empowered representative of IRU.
- 4) Should any provision of these Terms and Conditions of Use prove unenforceable under applicable law, this shall not invalidate other provisions thereof, which shall then be interpreted and enforced as though the null and void provision did not exist.
- 5) The Geneva courts shall have sole jurisdiction to judge under Swiss law any claims by the User against IRU not settled amicably. IRU reserves the right to sue, anywhere and by virtue of applicable law, any User having breached the provisions of these Terms and Conditions of Use.

Content and Data

- 1) Access to ASKTIR^{web} application is restricted to authorised and registered Users only, though the use of a username and password.
- 2) Though the ASKTIR^{web} application is a common tool for Associations, authorised and registered Users will only have access to the information that they have entered into the ASKTIR^{web} application and therefore will not be able to access information that has been submitted by other Associations. However, in case a Carnet is issued to a TIR Carnet Holder member of a sister Association, the data of the issued Carnet will be shared between both the sister and the issuing Association.
- 3) Any information received by or provided to IRU through use of the ASKTIR^{web} application shall be processed, protected and, where applicable, kept on record according to the provisions and conditions of the Association TIR Manual, the TIR Convention and any

applicable laws in force governing the protection of such data.

Technical Conditions

- 1) IRU wishes to limit any inconvenience due to technical errors. However, despite all due caution and checks performed on the technical equipment, IRU does not guarantee the absence of technical errors, of service outages or of any resulting inconvenience in relation to the ASKTIR^{web} application.
- 2) Users shall use the ASKTIR^{web} application at their own risk.
- 3) User workstations should conform to the minimum standards required by the ASKTIR^{web} application, which are:
 - a. Internet connection: Permanent High Speed Connection (ADSL)
 - b. Web Browser: Google Chrome 65 or later versions / Mozilla Firefox 59 or later versions
Minimum screen resolution: 1024/768
- 4) Consequently, the User is aware and agrees that IRU shall not be liable in any way:
 - a. for the contents of the information presented in the ASKTIR^{web} application;
 - b. in case of any technical errors or service outages or any resulting inconvenience;
 - c. in the event of a breakdown or contamination of the User's computer equipment as a result of using the ASKTIR^{web} application, and/or
 - d. for any direct, indirect, consequential, special or incidental damages or any damages whatsoever, whether or not they were due to negligence, even in case IRU was informed that such damages were foreseeable.

Disclaimer

- 1) The User acknowledges and agrees that IRU shall not be liable for the conduct of any User, whether such conduct is lawful or unlawful.
- 2) The designations of countries, territories, cities and the presentation of related material on the ASKTIRweb application shall not be considered as implying any standpoint whatsoever on the part of IRU concerning the political or legal status of any country, territory or city, or of its authorities, or concerning the delimitation of its frontiers or boundaries

Intellectual Property

- 1) All information contained, displayed or communicated on the ASKTIRweb application and the application itself (including any content, data, information, illustrations, drawing, logos, trademarks) are protected worldwide by copyright, trademarks and any other intellectual property rights (whether registered or not). Subject to the terms of these Terms and Conditions of Use, the User is only granted a right to use the ASKTIRweb application, without any other right, such as the right to reverse engineer, re-engineer, license, sell, resell or put the application or part thereof at the disposal of third parties free of charge or use it for commercial purposes or to compile or create derivative works. Consequently, any use contrary to the above-mentioned principles shall be considered unlawful and sanctioned for breach of intellectual property rights.
- 2) All information contained, displayed or communicated on the ASKTIRweb application may also be confidential and protected by law (including by professional confidentiality, trade and business secrets). Any use is prohibited without our written permission and may be subject to civil and/or criminal sanctions.

Protection of Personal Data

- 1) These Terms apply to any information obtained by IRU through your use of the Platform. These Terms are subject to any additional terms or contractual terms you have entered into with IRU, such as/ any applicable mandatory laws and regulations.
- 2) When logging into, and using the Platform, you provide your personal data, or personal data of another User, or IRU will become aware of personal data, in particular the data subject's name, address, e-mail address and possibly other data, such as passport details, route and time of circulation, vehicle details, travelling itinerary (the "Personal Data"). In addition, when you visit the Platform, our web server automatically records details about your visit (for example, your IP address, the web site from which you visit us, the type of browser software used, date and the duration of your use).
- 3) Unless otherwise indicated by you or required by any applicable law, the Personal Data will be processed only for the following purposes: for performance of the services relating to this Platform, technical administration and research & development of the Platform, user administration, survey and marketing purposes and such purposes as otherwise specified.
- 4) IRU may disclose Personal Data to the following third parties: its delegations, agents, consultants and associations, members, customs authorities, UNECE, WCO, transport companies, other competent authorities (ministry of transport, communication, commerce, etc.) and third parties assisting governments in TIR accession/implementation, e.g. asyad, usaid) and third party providers assisting IRU, in particular for storing and performing the services of the Platform.
- 5) Such disclosure may be done in Switzerland and abroad, in countries where IRU and the IRU's members are located, to perform services and for the purposes stated above. When transferring personal data abroad we make sure that we comply with applicable laws, for example, by entering into agreements which will ensure that the recipients of Personal Data maintain an adequate level of data protection.
- 6) IRU has implemented reasonable technical and organisational security measures to protect the Personal Data collected by IRU via the Platform against unauthorised access, misuse, loss or destruction. Please note that we accept no responsibility or liability for the security of your information whilst in transit over the Internet to IRU.
- 7) You may, where permitted by applicable law or regulation: check whether we hold your Personal Data, ask us to provide you with a copy of your Personal Data, or require us to correct any of your Personal Data that is inaccurate.
- 8) Should you have a request regarding the processing of your Personal Data please send a letter to the following address: La Voie-Creuse 16 (CP 44), CH-1211 Genève 20, Suisse

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