Article 1 (Purpose)

These provisions aim to prescribe Korean Air's and its users' rights, obligations, and responsibilities in using Internet related services (hereafter "service") offered at Korean Air’s Cargo Internet website (hereafter "Korean Air").

Article 2 (Definition)

① "cargo.koreanair.com" means the virtual business site that Korean Air established for offering information and/or services to users and enabling them to transact goods or services by the use of information communication facilities such as computers and information communication networks.

② "User" means members and/or non-members who receive offers from Korean Air’s service by connecting to "cargo.koreanair.com".

③ "Member" means those registered as members of Korean Air by offering their personal information to Korean Air's website and who receive the information provided by Korean Air and are able to continually use services offered to them.

④ "Non-member" means those who use information and services offered by Korean Air without being registered as members.

⑤ "Freight forwarder" means those who handle export/import shipment with legit certification/permit.

Article 3 (Clarification and Revision of Provisions)

① "Korean Air" provides notification of the contents of these provisions on the front service page so that users may be aware of them.

② Korean Air may amend these provisions within the scope of committing no violation of laws on regulations of provisions, basic laws on e-commerce, electronic signature laws, laws on the promotion of information network use and information protection, general consumer laws, and laws on consumer protection of e-commerce.
③ In the event of amending provisions, Korean Air shall provide notification of the causes of revision and date of application, along with current provisions, on the initial page beginning seven (7) days prior to the date of application through one day before the date of application.

④ Revised provisions shall be applicable to users registered as members before the revision as far as the revised provisions do not violate related laws. However, to users who clearly notified refusal of the application of the revised provisions during its notification period, Korean Air shall apply the original provisions.

⑤ Items which are not described in these provisions and the interpretation of these provisions will follow laws on consumer protection of e-commerce, laws on regulation of provisions, consumer protection directives in e-commerce, related laws, and/or customary practices.

Article 4 (Business Operations of “cargo.koreanair.com”)

① The business that Korean Air performs through “cargo.koreanair.com” is as follows.

1. Offering of major information related to freight forwarding
2. Offering of processed information related to cargo booking request, etc.
3. Other work designated by Korean Air.

Article 5 (Interruption of Service)

① Korean Air may temporarily suspend the providing of service on “cargo.koreanair.com” in the event of maintenance, repair, exchange, breakdown, or interruption of information communication facilities. (servers, computers, etc.)

② Korean Air may temporarily suspend the providing of service on the “cargo.koreanair.com” in the event of the irresistible forces such as power outage, facility break down, a convulsion of nature and heavy traffic congestion.

③ With regard to the interruption of service on the website of Clause 1, Korean Air shall notify users in a way noted in Article 8.
Article 6 (Completion of Service Provisions)

① Service user is applicable when agreeing to "Terms of Use" and registering as a member on the "cargo.koreanair.com".

② "General Conditions of Carriage" and "Terms of Use" stated on the front service page will be applied when using service from "cargo.koreanair.com"

Article 7 (Member Registration)

① Member qualification is only for freight forwarders(including their members) under contract with Korean Air.

② Terms of membership registration and approval shall follow Korean Air's applicable regulations.

③ In the event that a member has any changes in registration as described in Clause 1, Article 13, the member should notify Korean Air of those changes by letter, e-mail or in a similar way.

Article 8 (Withdrawal from Membership and Loss of Qualification)

① Any member may require membership withdrawal at any time by letter, e-mail or in a similar way and Korean Air shall instantly answer the request.

② In the event that a member falls under one or more of the following terms, Korean Air may limit or suspend the use of service.

1. In the event that a member lost qualification of membership

2. In the event that a member wrote down false information

3. In the event that a member inhibits use of "cargo.koreanair.com" to others or threatens or violates an e-commerce order, such as illegal use of other freight forwarder’s information.

4. In the event that a member acts against either laws related to these provisions, or public orders or customs by using "cargo.koreanair.com".
5. In the event that a member acts against Article 13 (Obligation of Users) or acts against good will.

6. If there is no record of login activity to the Korean Air Cargo website for the past 1 years.

3. In the event that Korean Air limits or suspends the use of service, Korean Air shall provide notification of the causes, date, and terms by e-mail, telephone, or letter to users. However, when there is a need for urgent limitation or suspension of service, Korean Air shall provide notification after taking such actions.

4. If the cause of such actions becomes repetitive or is not be corrected within thirty (30) days after Korean Air limits or suspends the use of service, Korean Air may deprive the member of membership.

5. In the event that Korean Air deprives a member of membership, member registration shall be removed, and the member concerned shall be notified of that prior to the removal. If Korean Air takes away the rights of a member based on 6 of Article 2, then Korean Air shall give notice prior to 30 days to the member based on the 9th Clause. Also, personal information of the member, which is registered with Korean Air Cargo, will be destroyed based on the regulations of Privacy Policy.

6. Korean Air shall not be liable for any losses incurred by the suspension of the use of service and deprivation of member qualification.

Article 9 (Notification to Member)

1. In the event that Korean Air gives notice to a member, Korean Air shall provide notification to the e-mail address offered by the member.

2. In the event that Korean Air gives notice to unspecific numerous members, the notice will be displayed on “cargo.koreanair.com” for more than one (1) week, and such notice will be equivalent to an individual notice.

3. However, Korean Air may reduce the period prescribed in Clause 2 or omit the notice entirely if occasion requires.

Article 10 (Personal Information Protection)
The provisions of the Privacy Policy posted on the "cargo.koreanair.com" shall apply to all cases of personal information.

Article 11 (Obligation of Korean Air)

① Korean Air shall not act against laws and these provisions, or good public order and morals, and will strive to offer stable service to these provisions.

② Korean Air will be equipped with a security system for protecting users personal information (including credit information), so that users can safely use services.

③ Korean Air shall not e-mail an advertisement for profit-making against the will of users.

Article 12 (Obligation for Member ID and Password)

① Members are liable for managing their ID and password.

② Members should not allow others to use or lend or rent their ID and password. Members are liable for managing their ID and password illegal uses.

③ In the event that a member becomes aware that their ID and password is wrongfully used by a third party, the member should immediately notify Korean Air and follow the direction of Korean Air.

Article 13 (Obligation of Users)

Users should strictly comply with these provisions and related laws and should avoid doing the following.

① Record false information in application.

② Deliberately change information displayed on the "cargo.koreanair.com".

③ Perform acts of transmitting or displaying information or computer programs that Korean Air does not allow without permission.
④ Violate intellectual property rights, including works of Korean Air and/or a related third party.

⑤ Perform acts of violating or impeding the honor and privacy of Korean Air and/or a related third party.

⑥ Perform acts of transmitting, disclosing, or displaying information that goes against good public orders and morals such as obscene or violent messages of image or voice.

Article 14 (Relationship Between "cargo.koreanair.com" and a Related Website)

In the event that "cargo.koreanair.com" and a related website are linked through a hyper-link (Hyper-link includes letter, picture, and motion picture), Korean Air shall not be liable for guarantee of transactions by users made for goods and services independently offered by the related website.

Article 15 (Reversion of Copyright and Limitation of Use)

① Copyright and other intellectual property rights of work prepared by Korean Air shall be reverted to Korean Air.

② Users should not use information acquired in using "cargo.koreanair.com" for profit-making nor make a third party use that information by way of copying, transmission, publication, distribution, or broadcasting without prior consent of Korean Air.

Article 16 (Disclaimer)

① Korean Air is not responsible for any damage occurred to our members by a reason which is not related to Korean Air service.

② Korean Air is exempt from responsibility in case of Korean Air cannot provide service due to natural disasters or irresistible force.

③ Korean Air is not responsible for disable service due to member’s fault.
Article 17 (Termination or Suspension of the Contract)

① Service provisions shall be terminated by withdrawal from membership and loss of qualification according to Article 8.

② Korean Air may terminate service provisions or stop providing services if users fail to meet their obligations that are provided on the Article 12 and Article 13.

③ The contract termination according to section 1 and 2 does not exclude a claim for damages that occur to Korean Air or the third party.

Article 18 (Settlement of Dispute)

① Korean Air shall establish and operate a committee for the compensation of damages reflecting fair opinions or claims by users and shall compensate for the damages.

② Korean Air shall promptly and properly cope with claims and/or opinions offered by users. However, in the event that prompt settlement is not available, Korean Air shall provide notification of the cause and date of settlement immediately.

③ Korean Air may follow the reconciliation of the committee on an e-commerce dispute, which is established on the basis of basic e-commerce laws article 32 and their enforcement rules, in the event of the occurrence of an e-commerce dispute between Korean Air and users.

Article 19 (Competent Court and Proper Law)

① Korean Air shall file a lawsuit on an e-commerce dispute, which may occur between Korean Air and users, to the Seoul District Court.

② The law of Republic of Korea shall be applied to an e-commerce lawsuit between Korean Air and users.

Supplementary Provisions
Article 1 (Validity of Provisions)

These provisions shall be effectuated as of December 1, 2004 and they shall be applied to those who became members before the establishment of these provisions.

Article 2 (Revision of Provisions)

Korean Air complies with laws on regulations of provisions, basic laws on e-commerce, electronic signature laws, laws on the promotion of information network use and information protection, general consumer laws, and laws on consumer protection of e-commerce. In consequence, these Terms of Use is subject to revision in accordance with any changes in applicable laws and government policies. Any revision in these Terms of Use shall be posted on the website specifying the date of revision, reason and revised contents.

- Internet Terms of Use Version : v1.3
- Internet Terms of Use Date of Effect : Dec 1, 2004
- Internet Terms of Use Revision History
  ○ Dec 1, 2004: Version v1.0 effectuated
  ○ Jun 26, 2009: Version v1.1 effectuated
  ○ August 27, 2009: Version v1.2 effectuated
  ○ March 4, 2013: Version v1.3 effectuated
  ○ March 11, 2019: Version v1.4 effectuated

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