



Terms and Conditions of Use - Passenger Portal

1. These Terms and Conditions shall define the rules, scope and conditions of using the Passenger Portal, hereinafter referred to as the "Portal", by the user.
2. The user shall undertake to use the Portal in a manner consistent with the applicable law, social and moral standards, and the provisions hereof.
3. The Portal available at the following websites: www.portalpasazera.pl, www.portalpasazera.pl, www.rozklad.plk-sa.pl, www.beta.portalpasazera.pl, www.beta.portalpasazera.pl shall be administered by "PKP Polskie Linie Kolejowe S.A.", hereinafter referred to as „PLK”, with its registered office in Warsaw, ul. Targowa 74.
4. The source of the data concerning the planned timetable and journey planning presented by the Portal shall be PLK own information and the data provided by passenger carriers.
5. The information about planned train traffic shall not be updated more than once every 2 months after the Timetable becomes valid provided that it does not concern unplanned changes resulting from extraordinary situations in railway traffic. In such cases, changes may be introduced more frequently.
6. PLK shall make every effort to ensure that the data presented on the Portal are up-to-date. However, the data on:
 - delays,
 - disruptions,
 - platform/track numbers,
 - services provided by carriers on trains,shall only be indicative and shall not constitute any basis for making any claims against railway carriers and PLK.
7. Given that the Portal:
 - a) includes computer programs, a fragment thereof, source codes, programming interfaces and the like constituting works pursuant to the Copyright and Related Rights Act of 4 February 1994 (i.e. Journal of Laws of 2017, item 880 as amended) in its IT layer,
 - b) constitutes a database in terms of the Act of 27 July 2001 on database protection (Journal of Laws of 2001, No. 128, item 1402 as amended),
 - c) contains public sector information pursuant to the Act of 25 February 2016 on the re-use of public sector information (Journal of Laws of 2016, item 352)

- the use of the Portal shall be subject to the restrictions set out herein.



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8. Without the written consent of PLK, it is forbidden to use any computer program or a fragment thereof constituting the IT layer of the Portal in a different manner than associated with the use of the Portal within the normal scope provided by PLK - that is as an information website provided to passengers solely by PLK. Failure to comply with the above-mentioned prohibition may result in the civil and criminal liability of the infringing entity pursuant to the provisions of the Copyright and Related Rights Act of 4 February 1994 (i.e. Journal of Laws of 2017, item 880 as amended).
9. Without the written consent of PLK, it is forbidden to use the Portal as a database in a different manner than associated with the use of the Portal within the normal scope provided by PLK - that is as an information website provided to passengers solely by PLK. Failure to comply with the above-mentioned prohibition may result in the civil and criminal liability of the infringing entity pursuant to the provisions of the Act of 27 July 2001 on database protection (Journal of Laws of 2001, No. 128, item 1402 as amended).
10. The re-use of public sector information contained in the Portal may be subject to restrictions set out by PLK in separate documents. Irrespective of the conditions of re-using public sector information referred to in the preceding sentence, it is forbidden to commit any infringements or to bypass any Portal data protection systems, including the rules of authentication of access to the Portal, the rules of avoiding automatic downloading of the data contained in the Portal, restrictions related to mass downloading of the data contained in the Portal and similar actions that constitute an infringement of the purpose of providing the Portal - that is an information website provided to passengers solely by PLK.
11. PLK shall allow the data contained in the Portal to be used on other websites and applications only through placing a direct link to the www.portalpasazera.pl (www.rozklad.plk-sa.pl, www.portalpasazera.pl, www.beta.portalpasazera.pl, www.beta.portalpasazera.pl) website.
12. PLK shall not be held responsible for the consequences of using the information provided by the Portal. By using the Portal, users shall do so at their own risk and responsibility.
13. The information on how complaints about the services provided by carriers may be lodged is available at the following website: www.pasazer.utk.gov.pl
14. PLK reserves the right to make changes to, optimise, and test the Portal to enhance the quality of the data contained therein and functionalities thereof. During works on the Portal, there may be difficulties in accessing information contained in the Portal.
15. By using the Portal, the user simultaneously accepts the provisions hereof.