# Terms and conditions



# Purchase, use and delivery of digital systems from Grønn Jobb

This document is a translation of the legally binding terms in Norwegian.

Grønn Jobb AS, org. no. 995 215 160, is hereinafter referred to as "**Grønn Jobb**". A natural or legal person who enters into an agreement with Grønn Jobb on behalf of a company is referred to as the "**Customer**".

## 1. Agreement and Term

The agreement is binding from the time the Customer has accepted in writing, for example by email or other documentable method. Upon acceptance, the Customer confirms that the terms and conditions have been read, understood and accepted. The agreement cannot be transferred to other companies without written consent from Grønn Jobb.

The agreement runs for the period agreed between the parties. If the agreement is entered into before start-up, the Customer is obliged to complete the first agreement period.

The delivery is considered completed when the Customer has received the necessary information to start using the System.

#### 2. Termination

To terminate the agreement, the Customer must send a written notice of termination no later than 3 months before the agreement period expires. If notice of termination is not received within the deadline, the agreement is automatically renewed for a new period of the same duration.

Termination must be in writing and sent electronically to <u>post@gronnjobb.no</u>. The termination is valid when it has been confirmed received by Green Job.

### 3. The system

The system consists of one or more digital systems and apps delivered as subscriptions. The scope is determined by the package or module the Customer has ordered. The current overview of modules can be found on Grønn Jobb's website: www.gronnjobb.no

Green Job can make improvements, updates in the System if needed. Furthermore, they may discontinue, replace, or launch new software with different functionality. In the event of significant changes, or discontinuation, the Customer will be notified within a reasonable time before the change takes effect.

### 4. Right of use

The customer is granted a non-exclusive time-limited right to use the system for its own business purposes. The right of use cannot be transferred, rented out or shared without written consent from Grønn Jobb. Customer is responsible for all content, data, and usage under its accounts, including users' actions and access management. All use shall be legal and in line with the purpose of the System.

# 5. Availability and operation

Grønn Jobb strives for an uptime of 99% during normal working hours (weekdays 08:00–16:00). Planned maintenance, third-party faults, power outages or conditions beyond Grønn Jobb's control are not counted as downtime. Grønn Jobb can perform planned maintenance without prior notice.

The software is provided "as is" / "as is" and requires a modern browser and internet access. The customer is responsible for their own equipment and connection.

## 6. Duties and responsibilities

Grønn Jobb offers start-up help and training as part of the delivery, as digital training or joint presentation via video meeting. The customer is responsible for attending the meeting at the agreed time.

Grønn Jobb cannot be held responsible for the Customer experiencing the training or follow-up as inadequate, as long as it is offered and delivered as agreed.

Individual training and services can be arranged separately. The agreement is considered to have been entered into when confirmation has been sent to the Customer. If the Customer does not dispute the order within 3 days, it is considered accepted.

If an agreed service is to be changed, this must be agreed with Grønn Jobb. Changes to the time of the agreed service must be made no later than 24 hours before implementation.

If the Customer does not show up for the agreed service, or does not give notice within the deadline, Grønn Jobb can invoice the service in full or charge a cancellation fee.

If Grønn Jobb is prevented from attending or carrying out the service, a new implementation date will be agreed upon as soon as possible.

The customer is responsible for ensuring that Grønn Jobb has the correct contact information at all times. The customer shall notify of errors related to the agreement or system as soon as possible after the matter is discovered. Information is reported to the customer center. Contact points can be found on our website: <a href="https://www.gronnjobb.no">www.gronnjobb.no</a>

## 7. Confidentiality and confidentiality

All technical, commercial and operational information that the Customer, their employees and representatives become aware of through the collaboration shall be treated confidentially and not shared with third parties without written consent from Grønn Jobb. The duty of confidentiality also applies after the agreement has been terminated.

# 8. Price and payment

Prices are stated in the agreement and are stated excluding VAT.

The agreement is invoiced in advance for 12 months, with a 14-day payment deadline, unless otherwise agreed separately. Grønn Jobb reserves the right to change the billing interval.

In the event of late payment, interest is calculated in accordance with the Interest on Late Payments Act, and outstanding claims can be sent to debt collection. In the event of non-payment, Grønn Jobb can block access without notice. This does not exempt the Customer from payment liability.

Grønn Jobb can adjust prices annually based on the consumer price index, increased costs, market situation, expanded functionality or changes in the number of employees covered by the agreement.

### 9. Privacy and data processing

When Grønn Jobb processes personal data on behalf of the Customer, Grønn Jobb acts as data processor and the Customer as data controller. The processing is regulated by a separate data processing agreement in line with applicable data protection legislation.

Data processing agreement: <a href="www.gronnjobb.no/dba">www.gronnjobb.no/dba</a>

Privacy Policy: www.gronnjobb.no/personvernerklaering

### 10. Marketing and references

Grønn Jobb may state the Customer as a customer of Grønn Jobb with name, logo and description of the collaboration in marketing – for example on websites, in presentations and advertisements, unless otherwise specifically agreed.

Grønn Jobb can send out newsletters in line with the Marketing Act §15. If the Customer wishes to unsubscribe from the System, this can be done via the unsubscribe link at the bottom of the newsletter.

## 11. Intellectual Property Rights and Non-Competition

The systems and content are protected by the Copyright Act. The customer is only given the right to use the System as agreed and may not copy, further develop or use the solution in competition with Grønn Jobb.

#### 12. Complaints

The customer shall, without undue delay, and no later than 7 days after delivery of the service, complain in writing about any defect or deviation in the service. If the Customer does not complain within the deadline, the Customer loses the right to claim the defect. The complaint must contain a specified description of the defect. General complaints or inadequate documentation are not considered valid complaints. Complaints are sent electronically to <a href="mailto:post@gronnjobb.no">post@gronnjobb.no</a>

#### 13. Limitations

Grønn Jobb is not responsible for any loss or damage because of the agreement, unless Grønn Jobb has acted negligently. In that case, Grønn Jobb's liability is limited to the consideration the Customer has paid for the service in question during the agreement period.

#### 14. Default

If a party fails to fulfil its obligations under the agreement, this is considered a breach. Claims must be submitted in writing without undue delay after the breach became known.

In the event of payment default, Grønn Jobb can close access to the system and terminate the agreement with immediate effect. The customer is then not entitled to a refund for the remaining contract period.

#### 15. Force majeure

If the implementation of the agreement is hindered by circumstances beyond the control of the parties – such as war, natural disasters, strikes or the loss of internet infrastructure – the parties' obligations are suspended for the duration of the situation. If force majeure lasts longer than 90 days, either party can terminate the agreement with 15 days' notice.

### 16. Changes to the Terms

Grønn Jobb can update these terms and conditions if necessary. In the event of significant changes, the Customer will be notified at least 30 days before entry into force.



If the Customer does not accept the changes, the agreement may be terminated at the end of the current period. The current terms and conditions will be published on Grønn Jobb's website: <a href="https://www.gronnjobb.no/avtalevilkar">www.gronnjobb.no/avtalevilkar</a>

# 17. Disputes

Disagreements must first be resolved through dialogue and negotiations. If this does not succeed, the case will be heard by the ordinary court. The agreed legal venue is the Fredrikstad Forliksråd / Conciliation Board. Any liability for damages is always limited to the contract value and must be submitted no later than two months after the matter became known.