

EcoOnline Terms and Conditions of Use

1 THE TERMS

The following Terms and Conditions (the “Terms”) shall apply to and form an integral part of or be regarded as separate agreement entered into between EcoOnline and the customer or user of any of EcoOnline’s services and applications, unless and to the extent EcoOnline and the Customer explicitly agree otherwise in writing.

By signing up or otherwise using the EcoOnline service, websites, and software applications, or accessing any content or material that is made available by EcoOnline through the Service (the “Content”) you are accepting these Terms and EcoOnline’s Privacy Policy. If the Terms or the Privacy Policy may not be accepted or complied with, then the EcoOnline Service shall not be used.

Any other standard or general terms and conditions not provided by EcoOnline are explicitly rejected and shall be disregarded by EcoOnline, irrespective of whether such terms and conditions are presented or referred to by customers or users.

2 RIGHTS AND OBLIGATIONS

2.1 Intellectual property rights

“Intellectual Property Rights” shall mean any copyrights, adaptation rights, publishing rights, reproduction rights, rights to communicate to the public, public performances, synchronization rights, rights to be named as creator of the work(s), artist names, patents, utility models, circuitry, rights of patent, design patents, designs, trademarks, trade names, service marks, brands slogans, commercial symbols, logos, other designations, inventions, trade secrets, know-how and/or any other industrial and/or intellectual property rights, and applications thereof.

Except as expressly provided in these Terms, all Intellectual Property Rights existing now and in the future in the services, the software and any associated technology and methodologies or in any developments or enhancements thereof (including, without limitation, any such developments or enhancements undertaken specifically on behalf of a customer for EcoOnline) are and will always remain EcoOnline’s exclusive property if not otherwise has been explicitly agreed with EcoOnline in written.

2.2 License grants

Any Content, services and software provided by EcoOnline, and the right connected with the said, is the property of EcoOnline. By accepting these Terms, a limited, non-exclusive, revocable license to use the Content for the individual customer or user will be granted, inclusive to make personal or internally non-commercial, use of the Content.

Upon purchasing services or software from EcoOnline, a limited, non-exclusive, revocable license for use of the services and the software will be granted upon payment, if credit is not agreed, to use the products and the services pursuant to these Terms. EcoOnline’s services and software are licensed only to the legal entity entering into an agreement with EcoOnline and may not be utilized by other legal entities, such as other companies in the same group of companies, unless accepted in written by EcoOnline. A license does not give the right to resell EcoOnline’s services or software to a third

party or any form for sublicense. It is strictly prohibited to give any third party the right to use, copy or access services or software by EcoOnline in any other way than that set forth in these Terms or as accepted in written by EcoOnline, or to in any other way to exploit or use EcoOnline's services or software other than set forth in these Terms.

The EcoOnline software and any Content are licensed, not sold, and EcoOnline and its licensors retain all rights to EcoOnline software and Content.

Any third-party software (for example, other software libraries) included in the EcoOnline services or software are licensed under the Terms hereto, any specific terms which has been issued with the software, or under the relevant terms provided with or referred to by the third-party software.

2.3 User content

If you provide feedback, ideas or suggestions to EcoOnline in connection with the EcoOnline services, software or Content ("Feedback"), you acknowledge that the Feedback is not confidential, and you authorize EcoOnline to use that Feedback without restriction and without payment to you.

Aside from the rights specifically granted herein, you retain ownership of all rights, including intellectual property rights, in the content you as a user provide in the services and software, and with regard to the Content (the "User Content").

You are responsible for the accuracy, quality and legality of User Content and the means by which you acquired the Content, the transfer of data to and from EcoOnline's servers, the use of such data, and shall comply with the laws and regulations applicable to its use of the services and software.

Any information that was provided upon user sign-up or creation may be corrected during the signup process or by the user through "user settings" inside the EcoOnline services and/or software.

3 SERVICE LIMITATIONS AND MODIFICATIONS

EcoOnline will make reasonable efforts to keep the EcoOnline services and software operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions.

EcoOnline reserves the right, periodically and at any time, to modify or discontinue, temporarily or permanently, functions and features of the EcoOnline services and software, with or without notice, all without liability to you, except where prohibited by law, for any interruption, modification, or discontinuation of the EcoOnline services and software or any function or feature thereof.

EcoOnline has no obligation to maintain, support, upgrade, or update the service or software, or to provide all or any specific content through the services or software, except if specifically agreed in written with EcoOnline. EcoOnline may, from time to time, remove, replace or amend any Content without notice.

For EcoOnline's services and software, your sole and exclusive remedy for any malfunction, errors, failure, problems or dissatisfaction is to stop using the EcoOnline services and/or software if other remedies have not been agreed in written with EcoOnline.

4 USER GUIDELINES

The following is not permitted for any reason whatsoever:

- Using the EcoOnline Service to import or copy any local files you do not have the legal right to import or copy in this way;
- reverse-engineering, decompiling, disassembling, modifying, or creating derivative works based on the EcoOnline Service, Content or any part thereof unless permitted by applicable law;
- circumventing any technology used by EcoOnline, its licensors, or any third party to protect the Content or the Service;
- selling, renting, sublicensing or leasing of any part of the EcoOnline Service or the Content; or
- providing your password to any other person or using any other person's username and password.

A password protects the user account and content, and the user is solely responsible for keeping the password confidential and secure. The user is responsible for all use of username and password on the services. If username or password is lost or stolen, or it is suspected that an account has been compromised or accessed unauthorized, EcoOnline should be notified immediately and the password should be changes as soon as possible.

5 CUSTOMER SUPPORT

For customer support with account-related and payment-related questions, please contact our customer service department. We will use reasonable endeavors to respond to all queries within a reasonable time frame.

6 DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

EcoOnline makes no warranty, guarantee or assume responsibility for any third-party content, services or software, any User Content or any other product or service advertised or offered by a third party on or through the EcoOnline service, with the software or by any website linked from the EcoOnline website.

EcoOnline does not warrant the completeness, correctness, accuracy, or in other ways the content of safety data sheets or other related documentation which are available through the services or in the software and shall under no circumstances be liable for any losses caused by incorrect, outdated, missing or misleading information in such documentation, or any non-availability of such documentation. For the avoidance of doubt, this also applies if EcoOnline enters information from an original safety datasheet or other documentation into the services and applies whether any subscriptions are effective or not. The original safety data sheet must always be conferred before taking any action or making any decision based on the safety data sheet in question.

EcoOnline is not liable for any problems or losses caused by the hardware, software or data used for accessing EcoOnline services or software.

For the avoidance of doubt, EcoOnline is not liable for (i) errors or delays that are outside EcoOnline's reasonable control, including without limitation general internet or line delays, power failure or faults on any machines, except where such errors or delays are caused by EcoOnline's gross negligence or intent, or (ii) any losses arising from circumstances attributable to the customer or

users or (iii) any loss suffered by the customer or users because of loss of data caused by the services or software, except if such loss is due to EcoOnline's gross negligence or intent, or iv) any indirect losses.

EcoOnline's maximum liability shall not exceed the total remuneration paid by the customer for the last twelve months commencing the incident that caused the cost or loss if not otherwise agreed in writing with EcoOnline.

7 CONFIDENTIAL INFORMATION

All information which a customer or user become aware of in connection with the services, software or in other context with regard to EcoOnline shall be treated as confidential and not made available to third parties without the written acceptance by EcoOnline if the information is not clearly of confidential nature or is already publicly known or available.

The above shall not prevent providing information as required by public legislation and regulations, or if such disclosure is required by a public authority which is legally entitled to make such a demand or is ordered by a competent court of law. If possible, EcoOnline shall be notified before such information is provided.

8 TERM AND TERMINATION

Any services or software provided may be terminated by EcoOnline under its own discretion if EcoOnline choose to stop providing the services or software, if not otherwise agreed with EcoOnline.

Regardless the above, if EcoOnline or a customer/user materially breaches the Terms, or any other agreement entered into, the non-defaulting party is entitled to terminate the Terms or any agreement with immediate effect.

If a user elects to cancel their account, any content cannot be recovered once your account is cancelled. EcoOnline is not liable for any loss or damage following, or as a result of cancellation of your account and it is your responsibility to ensure that any content or data which you require is backed up or replicated before cancellation.

9 FORCE MAJEURE

If the performance of the services or the software is wholly or partly prevented, or to a material extent made difficult by circumstances over which EcoOnline have no control, EcoOnline's duties will be suspended to the extent that the circumstance is relevant, and for as long as the circumstance exists. EcoOnline is entitled to cancel providing the services or the software if such circumstances continue or obviously will continue for more than 60 days.

10 TRANSFER OF RIGHTS AND OBLIGATIONS

Any rights and obligations under these Terms may not be assigned or transferred by a customer or user to another person or entity without the prior written consent of EcoOnline.

11 GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by Norwegian law inclusive with regard to the validity, interpretation and enforcement of these Terms and of any contract of which these Terms are a part, unless otherwise agreed to.

Any dispute between EcoOnline and a customer or a user shall be subject to the exclusive jurisdiction of the district court of Tønsberg (“Tønsberg tingrett”).

Notwithstanding the foregoing, EcoOnline reserves the right to institute any legal proceedings against a customer or a user in any other jurisdiction where harm to EcoOnline is occurring.

12 TRIALS / RESTRICTED ACCESS

If a user is to carry out a free trial of the service, the free trial will begin on the day that the organization account (created on user signup for a free account to the web application) is created and the service will be made available free of charge for a period of fourteen (14) days. If you would like to use the services after the Trial Period has lapsed, you must purchase use of such services from EcoOnline. We reserve the right to restrict access under a free trial to certain areas of the application, or indeed the whole application at our discretion.

If you decide that you do not want to become a paying user of the EcoOnline Service upon the lapse of the Free Trial Period, you have to terminate your account by contacting our support team with contact details outlined in our Privacy Policy.

You may only use this Free Trial Offer once. EcoOnline reserves the right, in its absolute discretion, to withdraw or to modify this Free Trial Offer at any time without prior notice and with no liability.

13 CHANGES TO THE TERMS

EcoOnline may in its own discretion make changes to the Terms. Such amendments will be published on this page, and if you continue to use the services or software, please check this page for any changes ruinously.

Contracting entity:

EcoOnline AS
Trudvangveien 77
3117 Tønsberg Norway

Business reg. no.: 982 263 700

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