



## Terms and conditions

# System and portal

Subscription agreement that regulates purchase, use and service for Grønn Jobb System and App solutions.

### 1. DEFINITIONS

Terms and conditions Grønn Jobb AS, org. no. 995 215 160, is hereinafter referred to as "**Grønn Jobb**".

Natural or legal person who, on behalf of a company/business, signs an agreement with Grønn Jobb, is hereinafter referred to as the "**Customer**".

### 2. CONCLUSION OF THE AGREEMENT

The agreement is entered into and binding from the time the Customer has accepted the agreement by e-mail or in any other documentable manner.

By confirming the agreement, the Customer also confirms that they have familiarized themselves with, understood and accepted these terms and conditions.

The delivery is completed when the Customer has received access to the ordered product.

### 3. THE SERVICE

Grønn Jobb's system consists of several modules and associated apps, which together with maintenance and support are available as a service, hereinafter collectively or individually referred to as the "Service".

The modules and scope of the service are defined as what is stated in the subscription at any given time. A full overview of subscriptions, apps and services is available on Grønn Jobb's current website [www.gronnjobb.no](http://www.gronnjobb.no).

Grønn Jobb reserves the right to discontinue the Software or its availability in a particular market with 12 months' notice.

### 4. SCOPE OF THE AGREEMENT

Your subscription includes usage rights, maintenance, and support according to your SLA. Use of the System shall at all times be in accordance with the terms and conditions set forth in this Agreement.

The agreement is not transferable to others.

### 5. CONTACT INFORMATION

All written communications from Grønn Jobb to the Customer are made by e-mail. This includes, among other things, information about changes to price, terms or the Service, invoices and any reminders and debt collection notices.

The Customer is responsible for ensuring that correct contact information/e-mail address is made known to Grønn Jobb at all times, and shall give Grønn Jobb written notice if the Customer's contact information/e-mail address is changed.

### 6. WRITTEN REQUIREMENTS

Where the agreement requires written communication, the requirement for writing is deemed to have been fulfilled by notification by e-mail.

### 7. FUNCTIONALITY OF THE SERVICE, ETC.

The Service is provided "as is" / "as is". Grønn Jobb will continuously update and maintain the service and reserves the right to make changes, without informing the Customer about this. In the event of significant changes to the service, Grønn Jobb will inform the Customer in a reasonable time before the change is implemented through the channels Grønn Jobb chooses. The Customer is solely responsible for updating its own content in the Service. As long as the customer has a valid agreement with Grønn Jobb, the customer has the right to use the latest version of the Software at any time, within the modules of the Software the customer has purchased.

The software runs in a browser, on the User's PC, phone or tablet and uses the Internet for communication and thus requires an available internet line. The software is cloud-based and can run in newer versions of leading browsers such as Chrome, Edge, and Safari. The User is responsible for the compatibility of the browser with the Software.

Grønn Jobb reserves the right to discontinue the Software and/or replace it with completely new software with completely different functionality. If this happens, the Customer must be notified at least 12 months before. After the expiry of the notice period, the Customer shall not use the old Software after the termination date and is not entitled to make any further claims against Grønn Jobb.

Grønn Jobb reserves the right to discontinue the Software and/or replace it with new software with other functionality. Such liquidation/change may take place no earlier than 12 months after the Customer has been notified of the liquidation/change. Such liquidation/amendment gives the Customer the right to terminate the contractual relationship, but otherwise no further claims against Grønn Jobb.

## 7.2 Right of use

The Customer purchases a right of use to the Software that is made available online by Grønn Jobb. By purchasing a right of use, the Customer is granted access to and the right to use the Software in accordance with these Terms of Use. Customer is granted limited, non-exclusive access to and use of the Software solely for Customer's internal business objectives. Internal business goals mean activities related to the customer's own business.

The right of use may under no circumstances be transferred to or assigned to any entity, in whole or in part without the prior written consent of Grønn Jobb in the individual case, which shall not be unreasonably withheld. Customer is solely responsible for all use of the Software, including actions of Users and administration of Users, and accesses.

Customer is solely responsible for the content and legality of Customer Data, and shall not transmit or process any malicious code, data or the like in or with the Software, or use the Software for any illegal, malicious or harmful purpose. Users are administered by Customer and are the responsibility of the Customer. Users must have the necessary rights from the Customer to Use the Software. All User Accounts are for named individuals.

## 7.3. Service accessibility objectives

Grønn Jobbs aims for the service to be available 99% within normal working hours. Normal working hours are weekdays from 08.00-16.00.

The following events are considered exempt from time and shall be deducted from the basis for downtime:

- Periodic and notified maintenance
- Faults in third-party equipment or infrastructure
- Faults in equipment or infrastructure at the Customer, or that have not been delivered by Grønn Jobbs
- Power supply malfunction
- Mistakes caused by actions of parties other than Grønn Jobbs
- Errors caused by misuse of the Service or that use of the Service violates Norwegian law

## 8. PRICES AND PAYMENT TERMS

### 8.1 System

The subscription price for the service is stated in the order confirmation. Unless otherwise expressly stated in the order confirmation, all prices are stated excluding VAT and other government taxes, which will thus be in addition to the prices stated.

All agreements are invoiced in advance for the entire agreement period, unless otherwise agreed in writing.

The customer pays the prices applicable at any given time for the services made available by Grønn Jobb. Invoices are issued with 14 days payment deadline.

Invoices are sent every 12 months, calculated from the Start-up date. Grønn Jobbs reserves the right to change the billing interval.

In the event of late payment to Grønn Jobbs, interest is calculated in accordance with the Late Payment Interest Act.

There is a default in payment if the customer does not pay by the due date in accordance with the payment terms. If the untested amount is not paid within 28 days after the due date, the matter will be sent to debt collection where associated costs will be charged to the Customer

## 8.2 Price adjustments and index regulation

Grønn Jobb reserves the right to implement annual price adjustments for the content of this agreement in accordance with the "Consumer price index for the provision of Services". A link to the updated current index can be found on the website SSB.no.

## 9. TERM AND TERMINATION

The agreement is entered into and binding from the time the Customer has accepted the agreement by e-mail or in any other documentable manner. The agreement period starts on the date specified in the agreement document and lasts for the period agreed between the Customer and Grønn Jobb.

To terminate the agreement, a written notice of termination must be sent to Grønn Jobb no later than 3 months before the agreement period expires. If we do not receive the notice within this period, the agreement will automatically be renewed for a new period of the same duration as the original one.

If the agreement is accepted before the start of the agreement period, the Customer must complete the first agreement period as agreed.

The termination must be in writing and can be sent electronically to [post@gronnjobb.no](mailto:post@gronnjobb.no). If planned services during the notice period are not carried out as agreed, and this is not due to circumstances for which Grønn Jobb is responsible, the service will be invoiced.

## 10. PRIVACY AND DATA PROCESSING

If Grønn Jobb processes personal data on behalf of the Customer in connection with the implementation of the service, Grønn Jobb will act as data processor and the Customer as data controller.

Grønn Jobb will only process the Customer's and Users' personal data in accordance with the Data Processor Agreement that is available upon request, hereinafter also referred to as the "**Data Processor Agreement**".

Furthermore, Grønn Jobb will only process personal data in accordance with the privacy legislation in force at any given time and on instructions from the Customer. Grønn Jobb's privacy statement will always be updated on Grønn Jobb's website.

## 11. LIABILITY

Grønn Jobb is not responsible for loss or damage that occurs as a result of Grønn Jobb's deliveries, unless Grønn Jobb has acted grossly negligent or intentional. The responsibility for Grønn Jobbs shall in any case be limited to the remuneration that Grønn Jobb has received pursuant to the agreement.

In order to ensure the quality of the Service, any errors that the Customer becomes aware of should be reported to Grønn Jobb as soon as possible. The Customer and its employees shall use the service that Grønn Jobb provides in accordance with the terms of this agreement.

## 12. MARKETING

Grønn Jobb has the right to publish on its website the fact that the Customer uses the service, as well as the right to name the Customer as a reference.

Grønn Jobbs is not entitled to use the Customer's name or trademark in other general marketing without the Customer's prior consent.

By approving this agreement and these terms, the Customer accepts that newsletters/information letters are sent in accordance with Section 15, third paragraph, of the Marketing Control Act relating to "existing customer relationships". If the Customer wishes to unsubscribe from the service, this can be done via the unsubscribe link at the bottom of the letter.

### 13. PROHIBITION OF COMPETITION

The service that Grønn Jobb provides in accordance with. This agreement is protected by copyright law; Especially chap. 7. The customer shall use the service according to the agreed purpose and may not use this, or information received about the service, in competition with Grønn Jobb, directly or indirectly.

### 14. BREACH

There is a breach of contract on the part of a party if the party does not fulfil its obligations under the Agreement and this is not due to circumstances as mentioned under clause 15 on force majeure.

Anyone who wishes to claim that the agreement has been breached must in writing to the other party without undue delay after he or she became or should have become aware of the breach.

In the event of payment default, Grønn Jobb has the right to block access to the service and customer support without prior notice, until payment has been made. Such a block does not reduce the Customer's obligation to pay the outstanding annual fee.

Grønn Jobbs has the right to terminate the agreement with immediate effect if the Customer or the Customer's users default on the subscription. Termination of the agreement means

that access to the service will be blocked. At the same time, access to customer support ceases. In such cases, the Customer is not entitled to a refund of the annual fee for the remainder of the agreement period.

### 15. FORCE MAJEURE

If the implementation of the agreement is wholly or partly hindered or significantly hampered by external and extraordinary events beyond the control of the parties (force majeure), the other party shall be notified of this without undue delay.

The affected party's obligations are suspended for the duration of the force majeure situation. The other party's consideration is suspended for the same period.

The other party may, with 15 calendar days written notice, terminate the agreement if the force majeure situation lasts or is assumed to last longer than 90 calendar days, calculated from the time the situation arises.

### 16. MODIFICATION OF THE TERMS

Grønn Jobbs may change the terms of this agreement. In the event of changes that Grønn Jobb considers to be significant, the Customer will receive written notice per. email about the changes no later than 30 days before they come into effect.

If the Customer opposes the changes to the terms and conditions, the Customer may terminate the Agreement until the end of the Agreement period, regardless of the termination provision in clause 9 above. During the notice period, the original terms of the agreement apply.

For changes in prices, see section 8 above. Grønn Jobb's terms will always be updated at this address: <https://www.gronnjobb.no/avtalevilkår>

### 17. DISPUTES

Any disputes must be resolved through negotiations, and if the negotiations do not succeed, the matter may be brought before the

ordinary courts. Fredrikstad is the agreed legal venue.

Such complaint must be made no later than 3 months after the matter became known to the Customer or Grønn Jobb, or no later than 2 months after it has been proven through communication/meetings that there is a disagreement.