

# Legal Terms & Conditions

Please read these Legal Terms and Conditions ("Legal Terms") carefully. By accessing and using the services available through our page [purchase-assist.no](http://purchase-assist.no) ("the Website"), you agree to be bound by these Legal Terms as if you had signed them.

In case of disagreement with these Legal Terms, you as a user understand that you should cease to access or use this Website. We reserve the right, at our discretion, to change, modify, add, or remove portions of these Legal Terms at any time. Please check these Legal Terms periodically for changes. Your continued use of this Website following the posting of changes to these Legal Terms will mean you accept those changes.

You hereby acknowledge and agree as follows:

Purchase-assist AS is the owner of the Website accessible at [www.purchase-assist.no](http://www.purchase-assist.no).

These Legal Terms defines the contractual agreement between Purchase-assist AS and each user accessing and/or using the Website.

## Secured Sites

Access to some areas on the Site may be restricted to users ("Authorized Users") who have compiled a registration process and have been granted subsequent authorization for access through issuance of a unique user identification and password. ("Secured Sites"). No other persons other than Authorized Users may access these Secured Sites. Such identification and passwords issued to Authorized Users are non-transferable, however, Purchase-assist AS shall not be held responsible for authenticating the identity of any person entering a Secured Site utilizing an Authorized Users identification and password.

As an Authorized User you are entirely responsible for maintaining the confidentiality of your Authorized Users identification and password. Furthermore, you are also liable for all resulting access, use and activities on these Secured Sites under this Authorized Users identification and password, including any fraudulent, erroneous, unlawful, or unauthorized third-party use ("Unauthorized Use")

In the event an Authorized User becomes aware of any such Unauthorized Use, then it is the responsibility of the authorized User to inform Purchase-assist AS of this Unauthorized Use forthwith and without delay. Purchase-assist AS reserves the right to terminate an Authorized User's access and use of a Secured Site at any time without notice.

## DEFINITIONS

- "Website": refers to the website [www.purchase-assist.no](http://www.purchase-assist.no), its information content such as all text, graphics, photographs, graphs, sounds, data, images or software owned by Purchase-assist AS.

- "User" or "Visitor": refers to anyone coming to the Website and exploring the public areas of the Website.

## **OWNERSHIP/USER'S RIGHT OF USE**

Purchase-assist AS is the owner or licensee of all rights in the Website, its software, services, functionalities and more generally all elements composing the Website (hereinafter referred to for the purpose of this article as "Website Elements").

Purchase-assist AS grants to the User a worldwide non-exclusive and non-transferable right of use of the Website for the duration of the Legal Terms. The User has the right to download, view, copy and print any Website Elements exclusively for its own and private use of the Website. Notwithstanding the above grant, User may not modify, transfer, sell, reproduce, broadcast, sub-license or publish any of the Website Elements. In particular, the User is expressly precluded to modify in any manner, translate or integrate all or part of the Website Elements.

The User, in turn, holds the rights pertaining to the elements that may be remitted by it to Purchase-assist AS. Accordingly, the User grants for the duration of the Legal Terms to Purchase-assist AS, pursuant to the present Legal Terms the right to reproduce and digitally represent, a non-exclusive and non-transferable worldwide right to publish the elements remitted to Purchase-assist AS and giving rise to intellectual property rights as well as all distinctive signs such as trademarks and logos.

## **DURATION**

The Legal Terms and their future amendments shall remain valid as long as they remain on the Website.

## **WEBSITE SERVICES**

We aim at the continuous enhancement of the services available on the Website and to keep the website available all year round 24 hours per day.

We may perform all modifications of the Website services when necessary. Any use of the Website services by the Users after said modifications will be considered as an acceptance by the User of the modified services available on the Website.

We reserve the right to occasionally interrupt the Website services without justification or to suspend as a matter of right and for any reason whatsoever, at any time without prior notice, access for its Users to the Website and its services. Purchase-assist AS disclaims any liability for the possible consequences of such interruptions or suspensions.

## **PRIVACY**

Users are invited to read our Privacy Policy, available on the Website.

## **PROVISION OF DATA BY USERS**

The User warrants that the information, data and any other elements that may be provided by it on the Website are true, accurate, current, complete and decent. User further warrants that it is authorized to provide such information, data and elements and that said data, information and

elements provided on the Website are not subject to any third-party rights and, in particular, are not infringing upon any third party pre-existing right. Should it be the case the User shall indemnify and hold Purchase-assist AS harmless from any claims complaints, objections, and oppositions arising from and in relation to such infringement.

The User also warrants Purchase-assist AS against any actionable tort claim from all persons relating to the erroneous nature or deceitful information posted on the Website under its responsibility.

The User is precluded from using the Website and functionality for unintended use or placing a virus on the Website through documents or programs or in any manner whatsoever that may damage, interfere with or copy any software, data or information of the Website.

## **LIMITED WARRANTY**

The Website is provided by Purchase-assist AS on an 'as is' basis. We make no warranties whatsoever and disclaims all warranties expressed or implied including without limitation warranties of merchantability, title or fitness for any particular purpose, non-infringement, compatibility, security and accuracy.

## **NO LIABILITY**

In no event shall Purchase-assist AS be liable to any user or to any third party under any applicable law, for any damage of any kind such as but not limited to any indirect and/or consequential damage, incidental or special damages including loss of data, loss of contract, loss of prejudice to the business reputation either arising from any users act or resulting of a defective performance of the service supplied by the Website, any commercial disorder of any kind, as well as for any financial loss including loss of profits, loss of turnover, regardless of the form of action or legal theory under which the liability may be asserted, Purchase-assist AS its information suppliers and service suppliers (and in particular its hosting services provider) shall not be held liable for the broadcasting of any erroneous information or for any delay or failure in the broadcasting of any information on the Website or for any temporary interruption of the Website service.

## **GOOD FAITH**

The User shall always act with good faith within the framework of its use of the Website.

## **GOVERNING LAW**

The Legal Terms are governed by the laws of Norway for substance as well as for procedure.