

# Digital systems

**This agreement regulates subscription agreements for digital systems entered into between Dr.Dropin BHT AS ("Dr.Dropin Bedrift"), org. no. 927 103 036, and the Customer, as specified and accepted in [www.app.dealbuilder.io](http://www.app.dealbuilder.io).**

## **1. SERVICE**

Dr.Dropin Bedrift's digital systems consist of several modules defined in the signed contract, which, together with maintenance and customer support, are available as a service, hereinafter referred to as the 'Service'.

## **2. SCOPE OF THE AGREEMENT**

**The subscription includes the right to use, maintenance, and customer support for the digital system specified in the contract. Use of the system must at all times comply with the terms outlined in this agreement.**

**The agreement cannot be transferred to others.**

## **3. PRICE AND BILLING**

**The subscription fee for the service is detailed in the contract. Unless explicitly stated otherwise in the contract, all prices are exclusive of VAT and other public charges, which will be added to the specified prices.**

**Invoicing occurs annually, with the date of contract initiation considered as the annual invoicing date unless otherwise agreed. The subscription is billed in**

advance, and the invoice is issued with a 15-day payment deadline, unless otherwise agreed in writing.

Dr.Dropin Bedrift reserves the right to adjust the subscription price in line with the annual increase in the Consumer Price Index (CPI) and in the event of changes in the number of employees in the business. The customer undertakes to notify changes in the number of employees.

Payment default occurs if the customer fails to pay by the due date according to the payment terms.

#### **4. DURATION**

The agreement applies for the period agreed upon between the Customer and Dr.Dropin Bedrift, further specified in the contract. The agreement can be terminated at any time with effect from the time of termination. Upon termination, the Customer agrees to pay for the month started.

#### **5. SERVICE FUNCTIONALITY**

##### **5.1 Functionality of the Service**

The service is provided "as is." Dr.Dropin Bedrift will continuously update and maintain the service, reserving the right to make changes without formal advance notice. In the case of significant changes, Dr.Dropin Bedrift will notify the Customer in a timely manner through preferred communication channels. The Customer is responsible for updating their own content in the service. As long as a valid agreement is in place, the Customer retains the right to the latest version of the Software within the purchased modules. The Software, a cloud-based solution, operates in modern browsers and utilizes the Internet for communication.

**Dr.Dropin Bedrift reserves the right to discontinue the Software and/or introduce new software with a 12-month notice before changes take effect. The Customer can terminate the agreement in response to such discontinuations/changes, but no further claims can be made against Dr.Dropin Bedrift.**

## **5.2 Right of Use**

**The Customer acquires a limited, non-exclusive right to use the Software, solely for internal business purposes. The Customer is solely responsible for all use, including user administration and ensuring the legality of content. Any transfer of usage rights requires written approval from Dr.Dropin Bedrift.**

## **5.3 Availability Goals**

**Dr.Dropin Bedrift aims for 99% availability during normal business hours. Exceptions include scheduled maintenance, third-party errors, Customer infrastructure failures, power outages, actions by external parties, and misuse of the service in violation of Norwegian law.**

## **6. MARKETING**

**By approving this agreement and these terms and conditions, the Customer accepts that a newsletter/information letter is sent out in accordance with the Marketing Act §15, third paragraph on "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.**

**The customer also accepts usage of their logo and name on Dr. Dropin Bedrift's website. Dr. Dropin Bedrift will not use logo or name actively in marketing without the prior approval of the Customer, but may, if they wish, use their name and logo on the website. Dr. Dropin Bedrift also reserves the right to use the Customer's name and logo in various sales presentations.**

## **7. PRIVACY AND DATA PROCESSING**

If Dr.Dropin Bedrift processes personal data on behalf of the Customer in connection with the provision of the service, Dr.Dropin Bedrift will act as a data processor, and the Customer as the data controller. Dr.Dropin Bedrift will handle the Customer's personal data in accordance with the Data Processing Agreement available upon request.

For further information on how we process your personal data, please refer to our privacy and cookie page: <https://drdropin.no/personvernerklaering>.

## **8. RESPONSIBILITIES**

Dr.Dropin Bedrift shall not be liable for loss or damage arising from Dr.Dropin Bedrift's deliveries, unless Dr.Dropin Bedrift has acted with gross negligence or intent. Any potential liability for damages is always limited to the contract value.

## **9. DEFAULT**

The person who wants to claim that the agreement has been breached must complain in writing to the other party without undue delay after the person concerned became or should have become aware of the breach.

In the event of payment default, Dr.Dropin Bedrift has the right to stop further work, consultation and communication until payment has taken place. In the event of non-payment that extends beyond the deadlines stated in the agreement, Dr.Dropin Bedrift will be able to terminate its part of the agreement and still be able to collect the sum resulting from the agreed.

**10. DISPUTES**

Any disputes must be resolved through negotiations and if the negotiations do not lead to progress, the matter can be taken to the district court. In the event of a dispute between the Customer and Dr.Dropin Bedrift, matters regulated in this agreement can be brought before the Oslo District Court. Any liability for damages is always limited upwards to the contract value. Complaints must be submitted no later than 2 months after the relationship became known to the Customer or Dr.Dropin Bedrift, or no later than 1 month after it has been demonstrated through communication/meetings that there is a disagreement.

**11. MODIFICATION OF THE TERMS**

Dr.Dropin Bedrift can change the terms of this agreement. In the event of major changes that Dr.Dropin Bedrift considers to be significant, the Customer will be notified in writing by e-mail about changes no later than 30 days before they come into force. If the Customer objects to these changes, the Customer has the right to terminate the Agreement with a claim for reimbursement for the part of the service that has not yet been delivered. The termination by the Customer must be in writing.

Dr.Dropin Bedrift's terms will always be updated at this address:

<https://bedrift.drdropin.no/avtalevilkar>