

1. TERMS OF USE

By downloading, browsing, accessing or using this mobile application ("Mobile App") from **Norsk Kompetanseregister AS** (also called, the "NKR"), address: Fornebuveien 37 1366 Lysaker, organization number 981 034 309, you agree to be bound by these Terms and Conditions of Use. We reserve the right to amend these terms and conditions at any time. If you disagree with any of these Terms and Conditions of Use, you must immediately discontinue your access to the Mobile Application and your use of the services offered on the Mobile Application. Continued use of the Mobile Application will constitute acceptance of these Terms and Conditions of Use, as may be amended from time to time.

2. DEFINITIONS

In these Terms and Conditions of Use, the following capitalised terms shall have the following meanings, except where the context otherwise requires:

"**Account**" means an account created by a User on the Mobile Application as part of Registration.

"**Register**" means to create an Account on the Mobile Application and "Registration" means the act of creating such an Account.

"**Services**" means all the services provided by NKR via the Mobile Application to Users, and "Service" means any one of them,

"**Users**" means users of the Mobile Application, including you and "User" means any one of them.

3. GENERAL ISSUES ABOUT THE MOBILE APPLICATION AND THE SERVICES

3.1 *Applicability of terms and conditions:* The use of any Services and/or the Mobile Application are subject to these Terms and Conditions of Use.

3.2 *Scope:* The Mobile Application and the Services are for commercial use

3.3 *Prevention on use:* We reserve the right to prevent you from using the Mobile Application and the Service (or any part of them).

3.4 Equipment and Networks: The provision of the Services and the Mobile Application does not include the provision of a mobile telephone or handheld device or other necessary equipment to access the Mobile Application or the Services. To use the Mobile Application or Services, you will require Internet connectivity and appropriate telecommunication links. You acknowledge that the terms of agreement with your respective mobile network provider ("**Mobile Provider**") will continue to apply when using the Mobile Application. As a result, you may be charged by the Mobile Provider for access to network connection services for the duration of the connection while accessing the Mobile Application or any such third party charges as may arise. You accept responsibility for any such charges that arise.

3.5 Permission to use Mobile Application: If you are not the bill payer for the mobile telephone or handheld device being used to access the Mobile Application, you will be assumed to have received permission from the bill payer for using the Mobile Application.

3.6 License to Use Material: By submitting any text or images (including photographs) ("**Material**") via the Application, you represent that you are the owner of the Material, or have proper authorization from the owner of the Material to use, reproduce and distribute it. You hereby grant us a worldwide, royalty-free, non-exclusive license to use the Material.

3.7 Links to other websites: Our Service may contain links to and from third parties' websites, apps or other services (including social media). If you follow a link to any of them, please note that those websites have their own privacy practices. We shall not be liable for the respective policies and any collection, use or disclosure of your Personal Data in accordance thereto. Please check the third parties' policies before you submit any Personal Data to their services.

3.8. Exclusion of liability: Our service is delivered «as is». We will take all reasonable actions to keep the system updated and deliver reliable services. NKR cannot be held responsible for any damage or loss caused by information in the system or links from the system. NKR cannot be held responsible for any damage or loss by use of the service or links from the system.

4. LOCATION ALERTS AND NOTIFICATIONS

4.1 You agree to receive pre-programmed notifications (“Push Notifications”) on the Mobile Application if you have turned on push notification services on your mobile telephone or other handheld devices (as the case may be).

5. RULES ABOUT USE OF THE SERVICE AND THE MOBILE APPLICATION

5.1 We reserve the right to change, modify, substitute, suspend or remove without notice any information or Services on the Mobile Application from time to time. Your access to the Mobile Application and/or the Services may also be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. We will attempt to restore such access as soon as we reasonably can. For the avoidance of doubt, we reserve the right to withdraw any information or Services from the Mobile Application at any time.

5.2 We reserve the right to block access to and/or to edit or remove any material which in our reasonable opinion may give rise to a breach of these Terms and Conditions of Use.

6. SUSPENSION AND TERMINATION

6.1 If you use (or anyone other than you, with your permission uses) the Mobile Application, any Services in contravention of these Terms and Conditions of Use, we may suspend your use of the Services and/or Mobile Application.

6.2 If we suspend the Services or Mobile Application, we may refuse to restore the Services or Mobile Application for your use until we receive an assurance from you, in a form we deem acceptable, that there will be no further breach of the provisions of these Terms and Conditions of Use.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 All editorial content, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trademarks on the Mobile Application are protected by copyright laws and/or other laws and/or international treaties, and belong to us and/or our suppliers, as the case may be. These works, logos, graphics, sounds or images may not be copied, reproduced, retransmitted, distributed, disseminated, sold, published, broadcasted or circulated whether in whole or in part, unless expressly permitted by us and/or our suppliers, as the case may be.

7.2 Nothing contained on the Mobile Application should be construed as granting by implication, estoppel, or otherwise, any license or right to use any trademark displayed on the Mobile Application without our written permission. Misuse of any trademarks or any other content displayed on the Mobile Application is prohibited.

7.3 We will not hesitate to take legal action against any unauthorised usage of our trademarks, name or symbols to preserve and protect its rights in the matter. All rights not expressly granted herein are reserved. Other product and company names mentioned herein may also be the trademarks of their respective owners.

8. AMENDMENTS

8.1 We reserve the right to amend these Terms and Conditions of Use from time to time without notice. The revised Terms and Conditions of Use will be posted on the Mobile Application and shall take effect from the date of such posting. You are advised to review these terms and conditions periodically as they are binding upon you.