

# TERMS OF PURCHASE FOR LORN.UNIVERSITY

Effective date: 30.04.2021

Welcome to Lorn.university!

Lørn provides a subscription service that gives you access to online courses, tests and course certificates as long as your subscription is active (the Service). The Service may also include Podcasts, that are streamed via the Internet to your connected devices, such as your computers, smartphones, tablets and other devices.

Once you (the Customer) have entered into a subscription agreement with Lørn AS (the Company), you will be granted access to the Service. The subscriptions vary in price and content. Information about the content of your subscription is made available to you upon ordering access to the Service. Unless you cancel your subscription before the billing date, you authorize us to charge your monthly fee for the next billing period. For more information about your subscription, go to "My Page".

By using our website (the Website) and/or ordering our Service, you also accept the terms and conditions set out here (the Terms).

## TERMS OF SALE

These Terms constitute a binding contract between the Customer and the Company which regulates the parties' rights and obligations related to the Service.

From time to time, we may make changes to the Service and the Terms. We will notify you of such changes, cf. section 15 below. By continuing to use the Website or the Services after the changes, you also accept such changes.

Furthermore, you accept that your electronic signature has the same legal effect as if you signed the contract personally.

### 1. DEFINITIONS

The Service - refers to the Website, all its content, features and functionality (including but not limited to, all information, software, text, graphics, images, video, audio and streaming files), as well as support from the Company's personnel.

The Website - refers to the website lorn.university owned by the Company.

The Company - refers to Lørn AS.

The Customer - refers to you, which is either a company or person that uses the Website, purchases access to the Service or which registers as a free user.

The Terms - refers to these Terms of Sale, including updates to these.

The Effective Date - refers to the date on which the Company confirms the Customer's right to use the Service.

The End Date - refers to the date on which the Customer's access to the service ends.

A Virus - refers to any item or device (including any software, code, or file) that is designed to prevent, impair, or otherwise affect the operation of any software, hardware, network, or telecommunications service, or which are otherwise designed with harmful intentions.

## **2. INFORMATION ABOUT THE COMPANY**

Lørn AS is a Norwegian limited company with organization number 821 438 462 and head office at Oksenøyveien 59 B, 1366 Lysaker, Norway.

## **3. CUSTOMER'S AUTHORITY TO SIGN**

The Customer must have reached the age of 18 to access the Service and enter into these Terms, and by accepting these Terms, the Customer confirms that he or she has reached the age of 18. If you enter into the Terms or access the Service behalf of a company or other legal person, you represent to us that you have the required authority to do so and to bind the company or legal person to these Terms.

## **4. REGISTRATION**

To use the Service, the Customer must have a valid account created by filling in the necessary information in the registration form on the Website. The Company's collection and storage of the Customer's or the Customer's representatives' personal information is regulated in the Company's privacy statement which the Customer can read [here](#).

The Customer and its users are fully responsible for keeping the username and password secret and is fully responsible for all activities performed on his account.

The Customer agrees to:

- (a) provide true, accurate, up-to-date and complete information in accordance with the requirements of the registration form; and
- (b) maintain and promptly update registration data to keep them true, accurate and complete;
- (c) immediately notify the Company of any unauthorized use of its account or any other breach of security; and
- (d) log out of their account at the end of each work session.

The Company assumes no obligation to verify the information provided by the Customer. However, if the Company finds, or only suspects, that the provided information is untrue, inaccurate, out of date or incomplete, the Company may suspend or terminate the Customer's account and deny any current or future use of the Service.

The Company cannot and will not be liable for any loss or damage resulting from the Customer's failure to comply with this part of the Terms.

## **5. CUSTOMER'S RIGHTS AND OBLIGATIONS**

- The Terms grants the Customer a limited, non-exclusive, revocable, non-transferable, and non-sublicensable right to access the Service. The fact that the Company provides such access to the Service does not mean that the Company undertakes to maintain the Service in its current form. The Company may upgrade, modify, change or improve the Services, as long as this is not detrimental to the Customer's use of the Service. In the event of significant changes, the Customer will receive a prior notice within a reasonable time (unless the change follows from circumstances beyond the Company's control, in which case the Company will explain the reason for the changes as soon as practicable).
- The Customer agrees to comply with all the Terms, as well as rules on the use of the Service published by the Company on the Website. The Company reserves the right to

deny the Customer access to the Service if the Customer has failed to comply with these Terms.

- The Customer agrees that the Company may, in its sole discretion, but has no obligation to, monitor the Service or parts of it to oversee compliance with these Terms.

- The customer promises, accepts and agrees that:

I. access rights are not transferred to third parties;

II. use of the Service takes place without the transmission of a Virus;

III. it is not permitted to rent, lease, sublicense, resell, distribute, transfer, copy or modify the Service or any of its components;

IV. it is not permitted to translate, decompile, or otherwise attempt to copy the source code of the Service;

V. it is not permitted to reproduce, distribute, modify, make derivative works of, display publicly, perform publicly, republish, download, store or transfer the Service or any parts thereof;

VI. it is not permitted to delete or change the marking of copyright, trademark or other property rights from originals or copies of material included in the Service;

VII. it is the Customer's sole responsibility to acquire, install, operate and maintain the hardware, software, network connections and telecommunications connections necessary to access and use the Service;

VIII. Customer will not use the Services in any way, or exploit any content, data, hardware, software or other material, which infringes or infringes any patents, copyrights, trade secrets, trademarks or other intellectual property rights of any third party, or which constitutes a defamation, libel, invasion of privacy, or violation of the Norwegian Marketing Act or other third-party rights, or which are threatening, harassing or harmful to the Company and / or third parties.

IX. The Customer accepts that any free use of the Service may be subject to limited access to the Service compared to paid use of the Service. The scope of the Customer's access to the Service in such event is subject to the Company's sole discretion, and the Company retains all rights to, under its sole discretion, to cancel, delete or suspend any free users at any time, without prior notice or reason.

## **6. RIGHT OF WITHDRAWAL**

The Right of Withdrawal Act gives consumers a 14-day right of withdrawal for products and services purchased. By your express consent and your acceptance above by ticking the box, as well as confirmation sent by e-mail from the Company, the right of withdrawal lapses when the delivery of the Service begins.

## **7. AVAILABILITY**

The Customer acknowledges and is aware that high data traffic on the Internet may lead to delays in displaying and downloading information from the Service and shall consequently not hold the Company liable for delays that are common in connection with the use of the Internet. Customer also accepts that the Service will not be available on a continuous twenty-four hour basis due to such delays or delays caused by the Company's upgrade, modification, or standard maintenance of the Service. As the sole remedy in the

event of a flaw or error in the availability of the Services, the Company will use reasonable efforts to remedy the defect(s) or interruption(s) to ensure uninterrupted availability of the Services.

## **8. INTELLECTUAL PROPERTY RIGHTS**

The Service and the Website are owned by the Company, its licensors or other suppliers of such material, and are protected by Norwegian and international law on copyright, trademark protection and patents.

No intellectual property rights are transferred to the Customer in connection with the purchase of access to the Service or the use thereof.

The Company name, Company logo, and all related names, logos, product and service names, designs and slogans are trademarks of, or otherwise proprietary to, the Company, the Service, the Website or its affiliates or licensors. The Customer may not use such marks, or attempt to trademark such or similar marks, without the written permission of the Company. All other names, logos, product and service names, designs and slogans used in the Service are trademarks of, or otherwise proprietary to, their respective owners.

## **9. THE COMPANY'S OBLIGATIONS**

The Company will endeavor to keep the Service available, with the exception of scheduled maintenance and necessary repairs, and with the exception of interruptions due to circumstances beyond the Company's reasonable control, including, but not limited to, force majeure (as defined below). The foregoing does not apply to any discrepancies due to the use of the Services in violation of these Terms, the Company's instructions, or the modification of the Service performed by anyone other than the Company's employees or approved suppliers.

The number of devices you can view at one time depends on the subscription you have selected.

The Company may choose to make any content available for temporary download and offline playback on certain supported devices. Restrictions apply, including restrictions on the amount of content available offline online per account, the maximum number of devices that can contain content available offline, the time frame within which you must start viewing content available offline, and the duration of content available offline.

The content of the Service will change over time. The Company is free to remove, and add, new content at any time.

## **10. PAYMENT**

Customer pays monthly and in advance for premium subscription to the Service with the payment options available at any time via the Website.

We reserve the right to change the price of the subscriptions. In the event of any price changes, we will notify you before the changes take effect. Price changes for subscriptions will take effect at the beginning of the next subscription period. For example, if your subscription runs for periods of one month at a time, and we want to notify you of a price change on April 15, the new price will apply from May 1.

By continuing to use the Service after the price change takes effect, you accept the new price.

## **11. DURATION OF ACCESS AND TERMINATION**

The subscription runs until it is canceled. Remember that termination must take place no later than the day before a new billing period begins - if not, the subscription is renewed automatically.

If you have subscribed through our Website, you can manage your subscription from My Page or contact us directly via phone or email.

Payments are non-refundable, and we offer no refunds or credits for commenced monthly subscription periods.

## **12. TERMS OF TERMINATION**

In case of suspected or documented unauthorized use of your subscription, or if you do not comply with these Terms, we may immediately terminate your agreement with us, or suspend your access to the Service.

To learn how to terminate the Service, see section 11 above.

To the extent permitted by Norwegian law, we are not responsible for termination of the agreement, or if we suspend your access to the Service. This means, among other things, that we do not provide refunds.

## **13. EXTERNAL LINKS AND INFORMATION**

The Website may contain links to other websites which are not operated by or are related to the Company. The Company is not responsible for the content, accuracy or opinions expressed on such third party websites, and is not obligated to examine, monitor or control these websites for accuracy or completeness. A Customer who leaves the Website to access third party websites does so at her/his own risk.

## **14. DISCLAIMER**

The Customer's use of the Service or items obtained through the Service is at the Customer's own and sole risk. The Services are provided "as is", without warranty of any kind, directly or indirectly.

The Company thus gives no guarantee, or takes responsibility for, that the content provided by the Company, including from experts, is accurate, complete and error-free. Furthermore, the Company makes no warranty that the Service will be error-free or uninterrupted, that errors will be corrected, that the Service or the Website or the server that makes it available is free of Viruses or other harmful components, or that the Service or products obtained through the Service will comply Customer needs or expectations. The Company disclaims any liability for loss or damage that may arise as a result of the Customer's use of information and knowledge acquired through the use of the Service.

## **15. CHANGES**

With the exception of the provisions governing the most important contractual obligations between the Customer and the Company, the Company has the right to revise and change these Terms unilaterally from time to time to reflect changes in the Company's needs, including, but not limited to, changes in functions and functionality, changes in market conditions, changes in technology, changes in payment methods, changes in relevant laws and regulations and changes in system properties. The changes take effect immediately after they have been announced on the Website and continued use of the

Service after announcement of changes to the Terms of Purchase means that the Customer accepts and agrees to the changes, to the extent permitted by applicable law.

#### **16. LAW CHOICE AND DISPUTE RESOLUTION**

These Terms and the contractual relationship between the parties are governed by Norwegian law. The parties shall seek to resolve any disputes in connection with the understanding of these Terms , as well as any other dispute between them, through amicable and faithful negotiations. If negotiations do not succeed, the dispute will be resolved by ordinary court proceedings with the Oslo District Court as venue.

#### **17. FORCE MAJEURE**

The Company will not be liable for non-fulfillment or delay in the performance of any of its obligations caused by events beyond reasonable control ("force majeure"). Force majeure includes any act, incident, non-incident, omission or accident beyond the Company's control, including, but not limited to, restrictions by law, regulation, order, or other government directives, strikes, natural disasters, third party mechanical or other equipment failures, terrorist attacks, fire, explosions, fiber optic cable cuts, interruptions or failures in telecommunications or digital transmission connections, Internet failures or delays, storms or other similar events.