

Terms of agreement for services performed by Grønn Jobb Occupational Health Service

This agreement applies for services and consultations performed outside the Occupational health service (OHS) agreement

1. DEFINITIONS

Terms for Grønn Jobb Bedriftshelsetjeneste, org. No. 995 215 160, is hereinafter referred to as "Grønn Jobb".

Physical or legal person whom, on behalf of a company, signs an agreement with Grønn Jobb is hereinafter referred to as the "customer".

An approval of this agreement confirms that the customer has read, understood and accepted the terms of this agreement.

2. ENTERING THE AGREEMENT

The agreement is recognized as a contract when the customer confirms his/hers order by clicking on the link and agreeing on the to order confirmation sent on e-mail and SMS.

3. THE SERVICE AND SCOPE OF THE AGREEMENT

Grønn Jobb accommodates companies that are not affiliated with any occupational health service with simple HSE and health-related services. This includes, but is not limited to, the services that are available at all times on Grønn Jobb's website www.gronnjobb.no. These Services will hereafter be collectively, or individually referred to as the "Service" of this Agreement.

The agreement cannot be transferred to other parties.

4. CONTACT INFORMATION

All written messages from Grønn Jobb to the Customer are sent by e-mail. This also includes changes on pricing, our conditions, the Service, invoices as well as overdue notices and debt collection notices. The customer is responsible ensuring that the correct contact information/e-mail address is made known to Grønn Jobb at all times. The customer is obligated to send a written notice if their contact information/e-mail address are due to change/has been changed.

5. MARKETING

By approving this agreement and these terms, the Customer agrees to receiving newsletters and/or information letters as stated in section 15 of the Marketing Act, third paragraph on "existing customer-relationship". If the Customer wishes to opt out of the service, this can be done via the unsubscribe link at the bottom of the letter.

6. REQUIREMENTS FOR WRITTEN NOTICES

Where the agreement requires any written notice/confirmation/agreement, requirements are seen as fulfilled if sent by e-mail, SMS or physical letter..

7. PRICES AND PAYMENT TERMS

The pricing of the Service are visible on the order confirmation. The Customer will, at any time, pay the required amount which is applicable by the pricing of the Service delivered by Grønn Jobb.

Unless explicitly stated otherwise in the order confirmation, all prices are excluding VAT and other government taxes, which will be additional to the prices stated.

All agreements and services are invoiced in advance if nothing has otherwise agreed.

All invoices are issues with a 14 day payment deadline.

In case of delayed payment to Grønn Jobb, interest rates and costs are calculated in accordance with the "Delayed Payment Act". If any outstanding payment is not paid within 28 days of the expiration date, the invoice is sent to a debt collection service where additional costs and fees will be charged by the customer.

Compensation for travel costs regarding any business visits are calculated from the nearest local office specified in the order confirmation. Travel compensation is calculated using the government's rates, as they exist at all times, as well as direct fees and costs such as toll, transportation by boat and more. The Customer are invoiced the mentioned costs, if not agreed otherwise.

8. DURATION AND TERMINATION

The duration of the agreement runs from the agreement has been made, until The Service has been delivered and any agreed remuneration has been paid. After the agreement has been confirmed and validated, the Customer cannot terminate the agreement, demand a refund or withhold any agreed amount for The Service.

This is especially applicable in cases where the Customer fail to comply with deadlines or conditions stated in this agreement, where the service are not delivered as a result.

Termination of the agreement period will only be

free of charge if Grønn Jobb has breached the contract or has not complied to its duties stated on the agreement.

9. DUTIES AND RESPONSIBILITY

The customer commits themselves to prepare and facilitate assignments, services and practical reviews with personnel from Grønn Jobb. In the event of a contractual breach which creates significant delays, additional work or costs for Grønn Jobb and their partners, the Customer are billable in accordance to the hourly rates applied.

Agreements cancelled by the Customer less than 3 working days before the agreed activity is set to be performed will be registered as delivered. Any delivered activity cannot be refunded.

Own terms and agreements apply when delivering health checks. These are exchanged between both parties on mail in advance.

The requirement for writing from point 6 in this agreement are still valid.

Courses provided by Grønn Jobb are always applicable to the written terms which appear of what the parties agrees between themselves. The requirement for the writing in accordance with point 6 in this agreement are applied.

Where Grønn Jobb's own special terms deviate from this Agreement or where the parties have made other written agreements compared to the written requirements, these will take precedence.

Grønn Jobb are committed to delivering The Service in accordance with what has been agreed and ensure that The Service is delivered in accordance with the requirements stated in current law and regulations.

If Grønn Jobb is prevented from delivering the Service, a new appointment should be sent as quickly as possible. If the Service are not delivered according to the agreement and this is solely due to errors from Grønn Jobb, or any conditions they are responsible for, it may result as basis for a

contractual breach in accordance with clause 13 of this agreement.

10. CUSTOMER DATA

The customer has ownership to the data which the Customer entrusts to Grønn Jobb for processing, which is stored or processed by the aid of the benefits under this agreement.

11. CONFIDENTIALITY

If not stated otherwise from this agreement, information made know to both parties related to the agreement and the implementation of the agreement will be treated as confidential and will not be made available for any third parties without the consent from the other party.

Confidentiality under this provision will not hinder the disclosure of information required to be presented in accordance with unavoidable requirements of law or regulation. If possible, the other party shall be notified before such information is released.

The duty of confidentiality does not preclude the use of the information when no legitimate interest dictates that it is kept secret, for example when it is generally known or is generally available elsewhere.

The parties shall take the necessary precautions to ensure that unauthorized persons do not have access to or may become familiar with confidential information.

The duty of confidentiality applies to the parties' employees, subcontractors and third parties acting on behalf of the parties in relation with the implementation of the agreement.

The duty of confidentiality also applies after the end of the agreement. Employees or others who resign from their service with either party shall be

subject to a duty of confidentiality even after resigning from the conditions mentioned above.

12. 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 customer as data controller. Grønn Jobb will only process the Customer's and users' personal data in accordance with the Data Processor Agreement available on request, hereinafter also referred to as the "**Data Processing Agreement**". The security measures that Grønn Jobb implements are also detailed in the Data Processing Agreement.

Special rules and measures for security regarding sending sensitive personal data are applied on health-related services.

Grønn Jobb encourages sending health information, as well as other information that can trigger sensitivity requirements, in encrypted form. This means that Grønn Jobb will only be able to open and process files encrypted with AES on files and documents. For more information about encryption, see the Data Protection Authority's guide: <https://www.datatilsynet.no/rettigheter-og-plikter/virksomhetenes-plikter/informasjonsikkerhet/kryptering/>

Furthermore, Grønn Jobb will only process personal data in accordance with the data protection legislation applied and from the instructions of the Customer. Grønn Jobb's Privacy Policy will always be updated on this URL: <https://www.gronnjobb.no/privacy-policy>

13. FAILING TO COMPLY

A contractual breach are defined as a party does not fulfill their duties according to the terms of the agreement, and this is due to conditions mentioned under clause 13 about Force Majeure.

Whoever would invoke a breach of the contract must advertise in writing to the other party without invalid delay after they should have or have been informed of the breach.

The customer's actions for a contractual breach and any other claims against Grønn Jobb as a result of conditions Grønn Jobb is responsible for are mainly regulated by clause 15 of this agreement.

In the event of a payment default, Grønn Jobb has the right to stop further work, consultation and communication until payment is received. In the event of a payment default extending beyond the deadlines set out in the agreement, Grønn Jobb will be able to terminate its part of the agreement and still be able to claim the amount stated in the agreement.

14. FORCE MAJEURE

If the conduct of the agreement is completely or partially hindered or substantially hampered by external and extraordinary events beyond the parties' control (force majeure), the other party shall be notified of this without delay. The obligations of the affected party are suspended for the duration of the force majeure situation. The other party's concession is suspended during the same period.

The other party may, with a 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 occurs.

15. DISPUTES

Any disputes should firstly be resolved by negotiations. If these negotiations does not provide any solutions, the matter can be taken further to the District Court.

In the event of a dispute between the Customer and Grønn Jobb, conditions regulated in this

agreement may be brought before Fredrikstad District Court. Any liability is always limited to the contract value.

Such complaint must be filed no later than 2 months after the relationship became known to the Customer or Grønn Jobb, or no later than 1 month after communication/meetings have proved that there is a disagreement.

16. MODIFICATION OF THE TERMS

Green Job can change the terms of this agreement. In the event of major changes that Green Job considers essential, the Customer will receive a written notice by e-mail no later than 30 days before they come into effect.

If the Customer opposes the changes, the Customer has the right to terminate the Agreement without the possibility to claim a refund for the paid agreement period. The termination must be in writing and sent by e-mail.

For changes in prices, we refer to section 7 above.

Grønn Jobb's terms of service will always be updated at this URL:

<https://www.gronnjobb.no/avtalevilkår>