

## EQOLOGY GENERAL TERMS AND CONDITIONS

### 1. GENERAL

These terms and conditions apply to the agreement pertaining to an Eqology subscription.

### 2. PARTIES

Seller (hereafter «we» or «us»):

Eqology AS

PO box 514

1327 Lysaker

Norway

Phone: +40 316 300 516

E-mail: [support@eqology.com](mailto:support@eqology.com)

Registered in the Brønnøysund Register Center with the organization number: 988 393 495.

Buyer: the person who is noted as the buyer in the order (hereafter, «you», «your», «yours», or «the customer»). The agreement is personal, and applies only to you. This entails that you are responsible for following the agreement, and cannot transfer the rights or obligations in the agreement to another person without special permission from us. This also applies when turning over the received product(s) to another person.

### 3. VALIDITY PERIOD

The agreement is binding for you once you have ticked off that you have read our terms and conditions. The agreement is binding for us when we have received the first payment from you. If there is no other valid written agreement, this agreement is valid until it is terminated by you or by us.

### 4. PAYMENT

All orders will be charged to your registered payment card. It is your responsibility to ensure that Eqology has the correct and updated payment details in case of your card having been stolen, expired or similar. If Eqology does not succeed in charging your registered payment card, an invoice will be sent with your following delivery. Eqology reserves the right to perform individual credit checks and to possible outstanding amounts. You are obligated to pay all subscription fees, reminder fees and similar fees. You are obligated to pay for using services such as shipping and handling, which is charged to you, and all purchases that are made through our home page or other items that are purchased in connection to your subscription. If you deem the costs charged to you to be incorrect, we ask you to notify us as soon as possible. Possible taxes, such as VAT, are to be paid by you, and will be added to your invoice. In cases of nonpayment the then stipulated interest rates and fees apply. Notified and unpaid outstanding amounts will be sent to our partner for payment management.

### 5. TERMINATION OF THE AGREEMENT

The notice period for terminating the agreement is 30 days. It is not possible for you to take advantage of your purchase-free month during the notice period. Terminations must be sent to Eqology's customer service by phone [+40 316 300 516](tel:+40316300516) or by e-mail [support@eqology.com](mailto:support@eqology.com) to be applicable.

### 6. CLOSING THE SUBSCRIPTION AND OTHER SERVICES

Your subscription (or in some cases similar services) can be closed and delivery of products and purchase of other services stopped immediately if:

- (i) important information you have provided us with is incorrect, or
- (ii) you are guilty of considerable breach of agreement, or
- (iii) you do not pay outstanding fees despite reminders and warnings, or
- (iv) you are experiencing economic difficulties, or

- (v) by demand of authorities

## **7. ADJUSTMENT OF THE AGREEMENT AND PRICES**

It might be necessary to make changes in the agreement and in the services provided. In such cases we will inform you of what the adjustments entail and from which date they are applicable. We reserve the right to adjust the subscription fees in accordance to, for example notable inflation of prices on the global market. When such adjustments are necessary, we will inform you of them before the changes are implemented.

## **8. WHAT YOU MUST DO**

You can only use the products:

- (i) in accordance with the user instructions you have received from us, and
- (ii) for your personal use, which entails that you cannot resell the products or use them commercially.

You must cooperate with us for your and our safety, and you must follow the instructions received from us concerning the use of the products.

## **9. PROCESSING OF PERSONAL DATA**

We retain data about you and how you use your subscription for the following purposes:

- (i) To create and maintain the information for subscription and invoice handling, and to be able to perform credit checks
- (ii) Administration of the additional services and/or products that you have received/ordered. For example; a) processing information of the payment method you have chosen. Credit card information and similar is encrypted. b) marketing our services. We can also process information about how you use our services, or information you have given us about your interests, habits, etc. so as to tailor services and offers for you. By accepting these terms and conditions you also accept that we send you direct marketing, also through our automatic communication system, such as e-mail and SMS. You have the right to deny your data being used in direct marketing, and you also have the right to reverse an earlier consent.
- (iii) So as to fulfill our duties in terms of the law or decisions made by relevant authorities, and so as to prevent use that is illegal or otherwise in breach of the agreement.

You have the right to information about how your personal data is stored, and to demand for possible incorrect information to be corrected. By accepting this agreement you consent to your personal data being processed as described above. If you wish to deny certain processing of your personal data or have other questions, we ask you to contact our customer service.

Personal data such as gender, age, habits and similar are gathered solely for statistical purposes, and will not be linked to you as a person.

## **10. RIGHT OF WITHDRAWAL**

We follow the Norwegian Consumer Law and Cancellation Act. You have 14 days to repent entering the subscription from the day you have received your first shipment. When evoking the right of withdrawal, you stand for the cost of return shipping. To validate the right of withdrawal, the following must be done;

- (i) Eqology's customer service must be notified of your desire to evoke the right of withdrawal within 14 days of receiving the shipment..
- (ii) The product(s) must be returned to Eqology unopened and in the same condition as when you received it/them.

According to the Cancellation Act, the right of withdrawal does NOT apply to the following:

- (i) The product is used, damaged or destroyed.
- (ii) The product container is opened.

The product(s) are to be sent back to us together with the right of withdrawal –form that you find on the back of your invoice. We will not retrieve packages sent to us by COD (collect on delivery) or registered mail. You can find more information on how to evoke the right of withdrawal on the form. Please note that returned products are not processed as terminations.

## **11. WARRANTY AND COMPLAINTS**

If there is something wrong with your product(s), we ask you to contact Eqology's customer service to agree upon returning or exchanging the product(s).

## **12. DAMAGED SHIPMENT**

We quality-check your shipment before it is sent. If it should anyhow be damaged or otherwise incorrect when you receive it, we offer to correct what is wrong. In these cases it is important that you provide us with correct information.

- (i) Visible damages to the parcel are immediately to be reported to the post office or delivery point upon reception.
- (ii) We will exchange a product we have ascertained to have been erroneously shipped free of charge.

Shipments that have been sent to you as a customer, but that have not been picked up and/or that have been returned to us, are stored at Eqology for up to 6 months before the goods are discarded. If you have not contacted Eqology within this time, you will not receive replacement products or your money returned. Please note that returned products are not processed as terminations.

### **13. RETURNING GOODS UNDER WARRANTY**

Our customer service will send you a return shipping label prepaid by Eqology for you to use when delivering the package to the post office or similar. We examine all products that are returned to us. Should it become apparent after examination that there is nothing wrong with the product, or that it was you who caused the damage, we will see it necessary to charge you for the product and the shipping fee.

### **14. LIMITED LIABILITY**

Eqology is not liable for items where the damage is due to reckless or negligent treatment on your part, or a failure to follow regulations or information provided by us. We are also not liable for inconveniences, damage or loss due to erroneous shipping or absent or late delivery if the error or delay is due to unforeseeable cause or to something out of our control. If delivery of the products and/or services has not functioned in a satisfactory way due to us needing to complete a technical or operational action due to unforeseeable cause or in some other way that is out of our control, we are not liable for the damage caused. Such actions will be performed by us promptly and smoothly so that the disruptions are limited. We take no responsibility for indirect damage, such as loss of income, lower production or turnover or obstacles to fulfill commitments to a third party. Compensation can be considered only if we, or someone we answer for, have caused the damage through carelessness.

Claims for compensation must be presented no later than three months after the damage was discovered or should have been discovered. It will make it easier for both you and for us, if the compensation claim is presented to us in writing. If we cannot complete our commitment to you because of conditions that are beyond our control or that we could not foresee, we are free from liability and other consequences. These circumstances include fire, decisions made by authorities or other public regulators, extensive industrial conflict and general lack of transportation, goods or electricity. In the opposite case, the limitation of liability in so-called force majeure also applies to you in relation to us. The above provisions regarding limitation of liability also apply after the contract is terminated.

### **15. COMMUNICATION**

You can receive information from us through phone, SMS, MMS, e-mail or by post. When contacting you we will use the contact details you have provided for us. It is your responsibility to ensure that these details are correct. It is therefore important that you immediately let us know of possible changes in for example address, phone number, e-mail address or name.

### **16. OTHER**

If you and Eqology disagree on how this agreement is to be interpreted or practiced, and we do not find a way to agree, the dispute shall be settled by a Norwegian court in accordance with Norwegian law. We have the right to hand over our rights and obligations in accordance to this agreement to other companies.