

EQOLOGY GENERAL TERMS AND CONDITIONS

1. GENERAL

These terms and conditions apply to a product purchase from Eqology.

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

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 your payment.

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. If Eqology does not succeed in charging your registered payment card, an invoice will be sent with your delivery. Eqology reserves the right to perform individual credit checks and to possible outstanding amounts. You are obligated to pay all fees that may incur. 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. 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.

6. 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.

7. 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.

8. 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).

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.