

PostNord Norge AS

General Terms and Conditions for API, Widgets and applications on PostNord Developer Website

1. Terms and conditions

PostNord Norge AS, org. nr. 984 054 564, ("PostNord") provides API, widgets, applications and services ("Services") on PostNord's developer website: developer.postnord.no. The users of the Services ("Account Holder(s)") shall use the Services in compliance with these general terms and conditions herein ("GTC"). For the sake of clarity, some of the Services may require the Account Holder to accept further terms and conditions which are specifically applicable to the actual Service.

The GTC shall be applicable for any and all use of the Services by the Account Holder. By checking the accept box of the GTC, downloading or using the any of the Services, the Account Holder agrees to be bound by the terms and conditions herein. Consequently, the GTC is a legal contract between PostNord and the Account Holder under which PostNord license the Services to the Account Holder. By checking the accept box of the GTC, downloading or using any of the Services the Account Holder acknowledges that the Account Holder has read and understood the GTC, and that the Account Holder agrees to the content of the GTC, and agree to use the Services in compliance with the GTC.

The GTC is published at developer.postnord.no. Only Account Holders that are legal entities are entitled to use the Services. By accepting the GTC, the Account Holder certifies that it is a legal entity and the person who registers a user account on behalf of the Account Holder certifies that he or she is an authorized user, as described below, and authorized to represent the Account Holder. The Account Holder undertakes to adhere to the GTC.

2. License

Upon registration as described under 4.1, PostNord grants to the Account Holder a personal, nontransferable, non-exclusive, revocable and limited license to use the Services in its internal business in accordance with the GTC. The Account Holder may not (i) sell, rent, sub-license or assign the Services, (ii) use the Services for any other purpose than set forth herein, (iii) distribute the password or Services Key to third parties, (iv) modify or adapt the Services or (v) reverse engineer, decompile or disassemble the Services.

3. Services Clients and Monitoring

The Services are designed to help the Account Holder enhance the Account Holder website and applications ("Services Client (s)"). The Account Holder agree that PostNord may monitor use of the Services to ensure quality, improve PostNord Products and services, and verify the Account Holder compliance with the GTC. This monitoring may include PostNord accessing and using the Account Holder Services Client, for example to identify security issues that could affect PostNord or its users. The Account Holder will not interfere with this monitoring. PostNord may use any means to overcome such interference. PostNord may suspend access to the Services by the Account Holder or the Account Holder Services Client without notice if PostNord reasonably believe that the Account Holder are in violation of the GTC.

The Account Holder will use commercially reasonable efforts to protect user information collected by the Account Holders Services Client, including personally identifiable information, from unauthorized access or use and will promptly report to the Account Holder users any unauthorized access or use of such information to the extent required by applicable law.

4 The Account Holder's undertakings

4.1 Register an account

An authorized user is a user who is authorized to represent the Account Holder and has registered an account in order to use the Services. When register an account, the Account Holder receives a key (the "Service Key") to use when calling the Services. The Account Holder is responsible for ensuring that unauthorized persons do not obtain access to the password and/or the Services Key and shall indemnify PostNord against any claim or damage arising as a result of any use of the Account Holder's password or API Key. The Account Holder may only use the Services as specifically set forth in the GTC and as further specified from time to time on developer.postnord.no.

The Account Holder is hereby informed of a limitation to sign up for and use a maximum (directly or indirectly) of one user account and one application plan/Service key.

The Account Holder hereby undertakes and agrees only to register for and use (directly or indirectly) one such user account and one application plan/Service key.

PostNord has the right to immediately terminate any user account and/or Services Key exceeding the above limitation.

PostNord reserves the right to make amendments and changes to the Services. As far as possible, PostNord will communicate planned changes of the Services to the Account Holder by e-mail. The Account Holder is responsible for dealing with any impact on systems and applications etc., as a result of such changes. The Account Holder is responsible for the technical knowledge, equipment, communication and software, etc., required in order use the Services.

4.2 Services Limitations

PostNord sets and enforces limits on the Account Holder use of the Services (e.g. limiting the number of Services requests that the Account Holder may make) in our sole discretion. The Account Holder agrees to, and will not attempt to circumvent, such limitations documented with each Services. If the Account Holder would like to use any Services beyond these limits or additional application/Services Key, the Account Holder must obtain PostNord's consent (and PostNord may decline such request or condition acceptance on the Account Holder agreement to additional terms and /or charges for that use). To seek such approval, contact the relevant PostNord Services team for information (e.g. by using developer.postnord.no)

4.3 New password

If there is reason to assume that a third party has gained access to or knowledge of the Account Holder's password, the Account Holder must immediately generate a new password by logging in to the user account.

4.4 Blocking

If there is reason to assume that a third party has gained access to or knowledge of the Account Holder's Services Key and misuses the Services Key in violation with the GTC the Account Holder must immediately close its user account, thereby blocking the Services Key from further use.

4.5 Account Holder details

The Account Holder is responsible for the Account Holder's account details being correct and undertakes to update its details without delay in the event of any changes, by registering these in its user account. The Account Holder is also aware that PostNord will only use the registered e-mail address to send messages to the Account Holder relating to its use of the Services.

4.6 Personal data processing

Within the provision of the Services, PostNord will provide Account Holder access to personal data relating to Account Holder's customers, senders and receivers of shipments and PostNord employees, e.g. shipment-ID, location data, tracking-data and other data related to shipments.

The Parties agree that each Party will act as data controller for its own personal data processing under this Agreement. Thus, the Parties' cooperation under this Agreement is carried out with each Party acting as data controller and each individually responsible for ensuring that their respective processing complies with applicable data protection legislation, including EU Regulation 2016/679 (GDPR).

In case a data processing relationship would occur between the parties, the Parties undertakes to negotiate in good faith and enter into a data processing agreement that meets the requirements in the GDPR.

5. Intellectual Property Rights

All intellectual property rights (e.g. copyright, trademark, patent and/or design rights) in and to the Services (including technical

solutions), design- and trademarks, as well as other information and material on PostNord's websites, are owned by PostNord or other companies within the PostNord Group (or rights holders represented by PostNord). Except as expressly granted to the Account Holder in the GTC PostNord does not grant to the Account Holder any rights to its intellectual property rights.

If any of PostNord Group's trademarks are used in connection with the use of the Services, the Account Holder undertakes to follow PostNord's current instructions with regard to use of its trademarks and intellectual property rights.

6. Prohibition of content

Unless expressly permitted by the content owner or by applicable law, the Account Holder will not, and will not permit the Account Holder end users or others acting on the Account Holder behalf, to do the following with content returned from the Services:

- Scrape, build databases, or otherwise create permanent copies of such content;
- Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
- Misrepresent the source or ownership; or
- Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or
- Falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

To save cached copies, we refer to the respective Services.

Information can be found under implementation notes under the respective Services method at developer.postnord.no.

7. Postnord's undertakings

7.1 Availability

PostNord does not warrant that the Services is uninterrupted, at all times available or error-free.

To the extent possible, information about planned downtime will be e-mailed to the Account Holder. However, PostNord does not, as set forth above, warrant that the Services will be free from faults or interruptions. More information about the availability of the Services may be found developer.postnord.no/contact-us.

PostNord will rectify deficiencies at its own discretion, and in such a case in such a way and within a time frame PostNord deems to be reasonable in relation to the nature and scope of the deficiency.

7.2 Changes to the Services and applicable GTC

PostNord reserves the right to make changes to or terminate the Services at any time. In the event of such changes to or termination of the Services, information will be provided within reasonable time, but no shorter than 6 months, to the Account Holder via the e-mail address registered for the Account Holder's account.

PostNord is otherwise entitled to make changes to the Services and the GTC e.g. in order to adapt the Services or the GTC in connection with new technology, new information security procedures or new administrative routines, information will be provided within reasonable time, but no shorter than 30 days, to the Account Holder via the e-mail address registered for the Account Holder's account. The Account Holder accepts to adhere to the GTC as applicable from time to time, which are published at developer.postnord.no.

8. Validity period, termination and blocking

After registering a user account and approval of the GTC access to the Services is available until further notice. The Account Holder may however close its account with immediate effect by logging in to its user account.

PostNord is entitled – regardless of the reason – to close the Account Holder's user account one (1) month after PostNord has sent

notification hereof to the e-mail address registered by the Account Holder.

PostNord may also close the Account Holder's account with immediate effect, if:

- The Account Holder's use of the Services is in conflict with the GTC or the purpose of the Services,
- There is reasonable cause to assume that the Account Holder will not meet its obligations towards PostNord according to the GTC
- There is reasonable cause to suspect that the Services is or will be misused, or
- There is reasonable cause to suspect that the Account Holder is not acting in accordance with applicable law, regulations or instructions from public authorities, or is otherwise using the Services in a context that is offensive or risks causing offense, or that could cause harm or some other inconvenience to PostNord or a third party.

9. Liability

Access to Services is provided on an "as is" basis. No guarantees are provided with regard to the Account Holder's use of the Services and PostNord is not liable for any damages, costs, loss of or corrupt information, unavailability or fitness for a specific purpose. Further PostNord is not liable for any damage or loss, either direct, indirect or consequential, loss of profit, etc., including but not limited to damage or loss caused by:

- Services not being available, not working or containing deficiencies/faults,
- Any use of, or content, or any virus or other contamination on the Services, - Access to Services having been blocked, or
- Any inaccuracies in the information shown via Services.

Neither PostNord nor its suppliers make any specific promises about the Services. For example, PostNord do not make any commitments about the content accessed through the use of the Services, the specific functions of the use of the Services, or their reliability, availability or ability to meet the Account Holder needs.

10. Indemnification

The Account Holder agrees to indemnify PostNord and the other companies within the PostNord Group from and against any and all claims, losses, liabilities, damages, expenses and/or other costs resulting from the Account Holder's breach of the GTC.

11. Disputes and applicable law

If any dispute, controversy or claim arises in connection with the use of the Services and/or in connection with the GTC emend. If the parties are unable to reach an agreement, the dispute shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Oslo Chamber of Commerce. The seat of arbitration shall be Oslo. Norwegian substantive law shall be applicable.

12. Support Service

If the Services does not work in accordance with the functional description set forth on developer.postnord.no, the Account Holder can notify PostNord's Support Service by e-mailing developer.postnord.no/contact-us.

13. Amendments and supplements

The Account Holder shall be responsible for always staying informed with respect to the latest version of the GTC. The Account Holder is aware and acknowledges that the GTC may be amended by PostNord when PostNord deems that an amendment is necessary. Such amendment enters into force as of the date the new version of the GTC are published by PostNord on its homepage. To the extent the Account Holder does not wish to accept the amendment, the Account Holder shall be entitled to cancel the account. In such case, the Account Holder must notify PostNord as stated under point 8.