



SUNNMØRE INTERNATIONAL BUSINESS NETWORK

WEBSITE TERMS AND CONDITIONS OF USE (“Website Terms”)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE

These Website Terms set out the rules governing your use of our website www.sibn.no (“**Site**”).

Who we are and how to contact us

www.sibn.no is a site operated by the Sunnmøre International Business Network (“**SIBN / Us/ We/ Our**”). SIBN is an organisation registered in Norway with organisation number 928 934 233.

To contact us, please email: contract@sibn.no

Acceptance of these terms

By using the Site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree and wish to accept these terms, you must not use the Site.

Other applicable terms

These Website Terms refer to and incorporate the following additional terms, which also apply to your use of the Site:

- Our Privacy Policy, which explains how we use your personal information.
- Our Cookie Policy, which sets out information about the cookies we use on the Site.
- If you purchase our products from the Site as a consumer, then our Consumer Terms and Changes to Website Terms

We amend these Website Terms from time to time. Every time you wish to use the Site, please check these Website Terms to ensure you understand the terms that apply at that time.

Changes to the Site

We may update and change the Site from time to time to reflect changes to our organisation, new events or other information.

Suspension or withdrawal of the Site

The Site is made available for you to access without charge.

We do not guarantee that the Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Site for organisational and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Transfer of agreement

We may transfer our rights and obligations under these terms to another organisation. We will notify you in writing if this happens and we will ensure that the transfer will not affect your rights.

Accessibility

Our site is directed to people residing in Norway. We do not represent that content available on or through this Site is appropriate for use or available in other locations.

Becoming a member

In order to register for events and seminars, you will need to register as a member. We do have a nominal membership fee. This is so that we are able to demonstrate to various stakeholders that we are a credible organisation, and it also enables us to organise events.

To become a member, you will need to be over 18 years of age.

When becoming a member and completing our membership form, it is your responsibility to ensure that the information you provide is accurate and complete. If any of your details change at a later date, it is your responsibility to ensure that your account information is kept up to date.

If you wish to terminate your membership at any time, please notify Us and your membership will be terminated and removed within a reasonable period following receipt of your written request. You may no longer be able to register for future events and seminars if your membership is terminated.

Acceptable use

You may only use the Site in a manner which is lawful, in particular, you must NOT:

- (i) use the Site in any way, or for any purpose, that is unlawful or fraudulent;
- (ii) use the Site to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind;

- (iii) use the Site in any way, or for any purpose, that is intended to harm any person or persons in any way;
- (iv) modify or cause to be modified any files, codes or any other component of the Site without or prior consent.
- (v) copy, distribute, modify, alter, adapt, make available, translate, port, reverse-engineer, decompile or disassemble any portion of any content published on the Site, or publicly display, reproduce, create derivative works from, perform, distribute or otherwise use any of the content, other than as permitted under these Website Terms; or
- (vi) do anything which interferes with or disrupt the operation of the Site or the servers or networks that host the Site, advertise, solicit or transmit any commercial advertisements or Spam.

How you may use material on our site

We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it, including the content and images. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on our site must always be acknowledged.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us.

If you print off, copy, download, share or repost any part of our site in breach of these terms of use, then at our request and option, you must return or destroy any copies of the materials you have made.

No text or data mining, or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Site or any services provided via, or in relation to, our Site. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the Site or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

Do not rely on information on this site

The content on our Site is provided for general information only. It is not intended to amount to advice upon which you should rely.

Although we make reasonable efforts to update the information on the Site, we make no representations, warranties or guarantees, whether express or implied, that the content on the Site is accurate, complete or up to date.

Responsible for linked websites

Where the Site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

SIBN has no control over the contents of those sites or resources.

User-generated content

The Site may include information and materials uploaded by other users, including links to events, resource websites, reviews and articles. This information and these materials have not been verified or approved by us. The views expressed by other users on the Site do not represent our views or values.

How to complain about content uploaded by other users

If you wish to complain about content uploaded by other users, please contact us on contact@sibn.no.

Our responsibility for loss or damage

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a business organisation / member:

We exclude all implied conditions, warranties, representations or other terms that may apply to our Site or any content on it.

We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Site; or
- use of or reliance on any content displayed on the Site.

In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are an individual member / user:

Please note that we only provide the Site for domestic and private use. You agree not to use the Site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

How we may use your personal information

We will only use your personal information as set out in our Privacy Policy, which is available on the Site.

Uploading content to the Site

Whenever you make use of a feature that allows you to upload content to the Site, you must not submit, communicate or otherwise do anything that:

- (i) is sexually explicit;
- (ii) is obscene, deliberately offensive, hateful or otherwise inflammatory;
- (iii) promotes violence;
- (iv) promotes or assists in any form of unlawful activity;
- (v) discriminates against, or is in any way defamatory of, any person, group or class of persons, race, sex, religion, nationality, disability, sexual orientation or age;
- (vi) is intended or otherwise likely to threaten, harass, annoy, alarm, inconvenience, upset, or embarrass another person;
- (vii) is calculated or is otherwise likely to deceive;
- (viii) is intended or otherwise likely to infringe (or threaten to infringe) another person's right to privacy or otherwise uses their personal data in a way that you do not have a right to including to harvest, post, solicit or collect personally identifiable information a without their express consent, whether manually or through the use of any robot, spider, crawler, any search or retrieval application, or other manual or automatic device, process or method to access the Service and retrieve, index or data-mine any information;
- (ix) misleadingly impersonates any person or otherwise misrepresents your identity or affiliation in a way that is calculated to deceive;

- (x) implies any form of affiliation with SIBN where none exists;
- (xi) infringes, or assists in the infringement of, the intellectual property rights (including, but not limited to, copyright, patents, trade marks and database rights) of any other party; or
- (xii) is in breach of any legal duty owed to a third party including, but not limited to, contractual duties and duties of confidence.

You warrant that any such contribution complies with those standards and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach.

Any content you upload to our Site will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our Site a limited licence to use, store and copy that content and to distribute and make it available to third parties.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the Site constitutes a violation of their intellectual property rights, or of their right to privacy.

We have the right to remove any posting you make on the Site if, in our opinion, your post does not comply with the clauses above. You are solely responsible for securing and backing up your content.

Rights to material you upload

When you upload or post content to the Site, you grant us content a worldwide, non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare derivative works of, display, and perform that user-generated content in connection with the service provided by the website and across different media including to promote the site or the products.

Responsibility for viruses

We do not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the Site. You should use your own virus protection software.

You must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Site, the server on which our site is stored or any server, computer or database connected to the Site. You must not attack the Site via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence in accordance with the relevant law and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Site will cease immediately.

Linking to our site

You may link to the Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

The Site must not be framed on any other site, nor may you create a link to any part of the Site other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in these Website Terms.

If you wish to link to or make any use of content on the Site other than that set out above, please contact contact@sibn.no.

Which country's laws apply to any disputes?

These terms of use, their subject matter and their formation, are governed by Norwegian law and Ålesund Tingrett will have exclusive jurisdiction over any disputes relating to or resulting from your use of the Site.