

TERMS OF USE

Version of 2011-01-15

eAdvantage

By accessing and using eAdvantage, or any of the information and/or content presented in any areas of eAdvantage, you are acknowledging that you have read and agree to be bound by these Terms of Use and other notices posted through eAdvantage. You further warrant and covenant that you have the power and authority to enter into this agreement. If you do not acknowledge and agree with the above, you may not access or use eAdvantage.

THESE TERMS OF USE ARE DEVELOPED IN THE ENGLISH LANGUAGE. ANY TRANSLATION HEREOF IS MADE SOLELY FOR INFORMATION PURPOSES. LEGAL AUTHENTICITY REMAINS SOLELY WITH THE ENGLISH VERSION.

BECAUSE THESE TERMS OF USE IMPOSE LEGAL OBLIGATIONS UPON YOU, IT IS IMPORTANT THAT YOU MAKE YOURSELF FAMILIAR WITH THEM.

1 INTRODUCTION

The term **DNV** is used for DNV Business Assurance Group AS a Norwegian registered company with Enterprise number 994 774 468.

The term **DNV Affiliate** is used for any parent, daughter or sister company of **DNV**.

The term **Customer** is used for the company or organisation which has an existing client relationship with DNV and/or a **DNV Affiliate** and which has verified **User(s)** in accordance with point 3 below.

The term **User** is used for any person accessing and/or using **eAdvantage**, or any of the information and/or content presented in any areas of **eAdvantage**. **User(s)** must be associated with **Customer** as required by the DNV authorisation procedure.

These **Terms of Use** will govern any and all access and/or use of **eAdvantage**, or any of the information and/or content presented in any areas of **eAdvantage**. For services provided through **eAdvantage** special terms and conditions may apply and will in case of conflict prevail over these **Terms of Use**. These **Terms of Use** will not in any way replace or supersede the terms and conditions agreed in respect of any certification delivered or to be delivered by **DNV**.

These **Terms of Use** may be changed at **DNV's** sole discretion and replaced with amended terms which will have effect on all use from the date the new terms are made available on the **eAdvantage** website or as decided by **DNV**.

2 EADVANTAGE

eAdvantage is made available by **DNV** a company within the DNV group.

eAdvantage provides **User** with access to certification data and other information related to **Company** certification project(s) with **DNV** and/or a **DNV Affiliate** stored and used in the DNV Production System called ConCert.

eAdvantage and any and all certification data and other information herein is made available for the purpose of an efficient communication and information sharing between **Customer** and/or **DNV** and/or **DNV Affiliate** and thereby supporting an efficient certification process.

eAdvantage and any and all certification data and other information herein is provided solely as a convenience to **Customer** and is not (i) provided for purposes of resale, distribution, public display or performance, or any other use not specifically mentioned herein or (ii) intended to provide specific commercial, financial, investment, accounting, tax, or legal advice.

3 LICENSE AND PERMITTED USE

Accessing and using **eAdvantage** and any and all certification data and other information herein requires log in with a unique and personal password and user id assigned by **DNV**. Assignment of password and user id is done by **DNV** at its sole discretion subject to the **DNV** authorisation procedure including verification by **Customer**.

User(s) is granted a non-transferable, non-exclusive, revocable license to access and use **eAdvantage** and any and all certification data and other information herein strictly in accordance with these **Terms of Use**.

In order to access **eAdvantage** the **User** should run browsers “Internet Explorer” or “Mozilla”. Full and error free functionality of **eAdvantage** may not be achieved using any other browser, hereunder browsers such as “Chrome”, “Safari” and “Opera”.

Neither DNV nor any **DNV Affiliate** is under any circumstance responsible for the **User’s** network connection or for conditions or problems arising from or related to **User’s** network connections (i.e. bandwidth issues, excessive latency, network outage).

By accessing **eAdvantage**, the **User** accepts the **Terms of Use** as well as any another terms and conditions made applicable by reference to the services used through the **eAdvantage** portal.

By accessing and using **eAdvantage** and any and all certification data and other information herein **User** is acknowledging that **User** has read and agree to be bound by these **Terms of Use** and other notices posted through **eAdvantage**. **User** further warrants and covenants that **User** has the power and authority to enter into this agreement. If **User** does not acknowledge and agree with the above, **User** may not access or use **eAdvantage**.

4 USER CONDUCT AND OBLIGATIONS

User must maintain the confidentiality of the password and login id, and prevent any other, including colleagues associated with **Customer**, from using the **User's** password and/or login id.

User is responsible for its use and access to **eAdvantage** and any and all certification data and other information herein, including use of and access to **Company's** data and for compliance by **User** with these **Terms of Use**.

Customer shall notify **DNV** in writing of any **User** which no longer are authorised to access **eAdvantage**.

User agrees to notify **DNV** of any suspected or actual unauthorised use of account or the **User's** password or any other suspected or actual breach of security.

5 CONFIDENTIALITY

To provide confidentiality eAdvantage includes multiple measures, such as

- Use of HTTPS – Secure HTTP.
The Hypertext Transfer Protocol Secure (HTTPS) is a combination of the Hypertext Transfer Protocol with the SSL/TLS protocol to provide encryption and secure identification of the server.
This makes exchange of documents more secure than most mail exchanges
- Individual access only by unique and personal username and password,
- DNV authorisation procedure which establishes which individuals can be authorized to receive access
- These **Terms Of Use** in order to make **Users** responsible for their use of **eAdvantage**
- Disablement of login upon multiple failed attempts to access (using wrong password)
- Shared software platform with other users of the same platform (Siebel/Oriacle) ensures community awareness and reactivity to issues if they appear.

The transmission of data or information (including communications by e-mail) over the Internet or other publicly accessible networks is however not secure, and is subject to possible loss, interception, or alteration while in transit. Accordingly, **DNV** does not assume any liability for any damage **Customer** and/or **User** may experience or costs they may incur as a result of any transmissions over the Internet or other publicly accessible networks, including without limitation transmissions involving the exchange of e-mail with **DNV** containing confidential information.

6 INTELLECTUAL PROPERTY

No license under any copyrights, trade secrets or other rights is granted by these **Terms of Use** or any disclosure of confidential information hereunder.

DNV does not claim ownership of content which **User** submits or makes available in **eAdvantage**.

By uploading, posting, transmitting, sharing, or otherwise making available through **eAdvantage** any content, or submitting any materials for use on **eAdvantage**, **User** grants or warrants that the owner of such rights has expressly grants to **DNV** or its designee, a perpetual, royalty-free, irrevocable, fully-paid, non-exclusive, worldwide right and license to access, use, reproduce, modify, adapt, publish, translate, reformat and distribute such materials or incorporate such materials into any form for the purpose of (i) publicly display such content in **eAdvantage** and (ii) providing services to **Customer**.

eAdvantage and all information provided by **DNV** herein shall at all times remain the sole property of **DNV**.

User acknowledges and agrees that **eAdvantage** and all of **DNV**'s trademarks, trade names, service marks and other **DNV** logos and brand features, and product and service names are trademarks and the property of **DNV** and/or a **DNV Affiliate** (the "DNV Marks"). Without **DNV**'s prior permission, **User** agrees not to display or use in any manner the DNV Marks.

6 TERM AND TERMINATION

User's access to **eAdvantage** may terminate with immediate effect upon expiry or termination of **Customer**'s certification contract with **DNV** and/or a **DNV Affiliate**. **DNV** will use reasonable endeavours to notify **User** of such termination prior to termination.

User acknowledges and agrees that **DNV** may terminate **User**'s access to **eAdvantage** should **User** fail to comply with any part of these **Terms of Use**. Any such termination will be at **DNV**'s sole discretion and may occur without any notice.

DNV may also terminate access to **eAdvantage** for any conduct that **DNV**, in its sole discretion, believes is or may be directly or indirectly harmful to other users, to **DNV**, **DNV Affiliates**, contractors, or other third parties, or for any conduct that violates any local, state, federal, or foreign laws or regulations. Moreover, **DNV** reserves the right to terminate **User**'s access to **eAdvantage** at its option with or without cause and without notice.

7 DISCLAIMER AND WARRANTIES

User agrees that use of **eAdvantage** and any and all certification data and other information herein is at **User**'s sole risk.

eAdvantage is provided on an "as is" and "as available" basis. Neither **DNV** nor any **DNV Affiliate** warrants the accuracy, completeness, currentness, non-infringement, merchantability, and fitness for a particular purpose of the information or applications available through **eAdvantage** and any and all certification data and other information herein. Nor is **eAdvantage** guaranteed to be error-free, secure continuously available or free of viruses or other harmful components.

User agrees that the use of any data or information obtained through **eAdvantage** is at **User**'s own discretion and risk. **User** will be solely responsible for any damage **User** and/or **Company** suffers and **User** will hold **DNV** harmless from any such loss.

User agrees that downloading of any data from **eAdvantage** is done at **User**'s own discretion and risk and **User** is solely responsible for any damage to any computer system or from loss of data that results from the download of such data and **User** will hold **DNV** harmless from any such loss.

8 LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF REVENUE OR PROFITS, DATA OR DATA USE ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF DNV HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO CASE SHALL DNV'S LIABILITY FOR ANY DAMAGES EXCEED THE AMOUNT THE USER PAID DNV, IF ANY, FOR THE USE OF THE EADVANTAGE.

9 THIRD PARTY RIGHTS

User acknowledges that **eAdvantage** may contain intellectual property including copyright protected material such as drawings and specifications, owned by a third party and protected under international and/or applicable national law ("Third Party IPR").

User acknowledges and agrees to be sole responsible for any violation of Third Party IPR by **User** and to behave with all care so that Third Party IPR is not violated in any way.

User further agrees to defend, indemnify and hold DNV harmless from any and all claim, loss or expense directed against **DNV** and/or a **DNV Affiliate** based on the **User**'s violation or alleged violation of Third Party IPR.

10 GOVERNING LAW

The **Terms of Use** shall be governed and construed in accordance with the laws of Norway.

Any dispute to arising in relation to or as a consequence of the **Terms of Use** shall be directed to Oslo City Court for resolution.
