



## **HUBRO BUSINESS AND MARKETING SIMULATION – USER AGREEMENT**

### **1 INTRODUCTION**

By registering as a user you understand and agree to accept and adhere to the following terms and conditions as stated in this agreement (hereafter referred to as **“User Agreement”**) applicable to your use of the services (the **“Services”**) provided by Hydro Education AS (**“We”/“we”** or **“us”**).

We reserve the right to change this User Agreement from time to time. You will be notified of any such changes through automated notices or other means where appropriate. Your continued use of this Services after such changes constitutes acknowledgment and agreement of the amended terms and conditions.

### **2 RESPONSIBLE USE**

By using the Services you agree to use the Services only for the purposes intended as permitted by (a) the terms of this User Agreement, and (b) applicable laws, regulations and generally accepted online practices or guidelines.

Wherein, you understand that:

a. In order to access our Services, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Services. You agree that any information you provide will always be accurate, correct, and up to date.

b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access the Services. Accordingly, you are responsible for all activities that occur under your account(s).

c. Engaging in any activity that disrupts or interferes with our Services, including the servers and/or networks to which our Services are located or connected, is strictly prohibited.

d. Attempting to copy, duplicate, reproduce, sell, trade, or resell our Services or material provided or accessible through use of the Services is strictly prohibited.

f. You are solely responsible for any consequences, losses, or damages that we may directly or indirectly incur or suffer due to any unauthorized activities conducted by you, as explained above, and may incur criminal or civil liability.

g. We may provide various open communication tools on our website, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our website, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:

- i. is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;
- ii. infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party; or
- iii. contains any type of unauthorized or unsolicited advertising;

We have the right at our sole discretion to remove any content that, we deem non-compliant with this User Agreement, along with any content that we deem is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks.

#### **4 LIMITATIONS OF WARRANTY**

By using the Services you understand and agree that all Services we provide are "AS IS" and "AS AVAILABLE". This means that we do not represent or warrant to you that:

- i. the use of our Services will meet your needs or requirements;
- ii. the use of our Services will be uninterrupted, timely, secure or free from errors. This includes lack of ability to upload mandatory course assignments and other requirements and that could have adverse consequences on academic performance or evaluation;
- iii. the information obtained by using our Services will be accurate or reliable, or
- iv. any defects in the operation or functionality of any Services we provide will be repaired or corrected.

Furthermore, you understand and agree that:

- v. any content downloaded or otherwise obtained through the use of our Services is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.

In the unlikely event of error to the Services, and as our responsibility for such errors etc. is limited, we strongly suggest that you make a backup of any material uploaded through use of the Services to ensure that your work is not lost or damaged.

#### **5 LIMITATION OF LIABILITY**

We will not be liable for any direct, indirect, incidental, consequential or exemplary loss or damages which may be incurred by you as a result of using our Services, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that general acceptable limitation of liability laws apply.

#### **6 COPYRIGHT AND OTHER INTELLECTUAL PROPERTY**

All content and materials available through the Services, including but not limited to text, trade-and product names, graphics, website name, code, images and logos are the intellectual property of us and are protected by applicable copyright and trademark law.

Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on this site is strictly prohibited, unless specifically authorized by us.

## **7 OWNERSHIP TO DATA**

You retain any and all rights and ownership to all data and content generated by you through the Services. We will not use or disseminate such data and content for any other purpose than providing the Services on the terms set out herein.

We retain the right, without additional notice, to obtain anonyms, non-personal data from your connection and use of the Services to make demographic assumptions, usage patterns and other analysis about the Services and their performance.

## **9 TERM AND TERMINATION**

You will have access to the Services for the term agreed between us and your teaching institution. Please consult with your teaching institution for the details on the duration of access.

You agree that we may, at our sole discretion, suspend or terminate your access to all or part the Services with or without notice and for any reason, including, without limitation, breach of this User Agreement.

Upon suspension or termination, your right to use the Services we provide will immediately cease, and we reserve the right to remove or delete any information that you may have on file with us, including any account or login information.

## **10 GOVERNING LAW**

This User Agreement is governed by the laws of Norway.

Furthermore, any action to enforce this User Agreement shall be brought before Oslo District Court (Oslo tingrett). You hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

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