

GENERAL TERMS OF SERVICE - HUBRO BUSINESS SIMULATION

1 INTRODUCTION

By visiting our website and accessing the information, resources, services, and tools we provide (hereafter referred to as the “**Service**”), you understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as “**User Agreement**”).

We reserve the right to change this User Agreement from time to time without notice. You acknowledge and agree that it is your responsibility to review this User Agreement periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

2 RESPONSIBLE USE

By using our Services you agree to use these 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 our 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 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;
 - iii. Contains any type of unauthorized or unsolicited advertising;

We have the right at our sole discretion to remove any content that, we feel in our judgment does not comply with this User Agreement, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks.

3 THIRD PARTY ACCESS

Lecturers and other relevant teaching staff is given an administrator user, from where the simulation is controlled.

You are hereby informed and accept that the administrator user can at any time login to the simulation as any of the student users via the administrator user.

4 LIMITATIONS OF WARRANTY

By using our website, 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, and

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 service, 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 service to ensure that your work is not lost or damaged.

5 LIMITATION OF LIABILITY

In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of products and/or services. Hubro Education 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 applicable limitation of liability laws apply.

6 COPYRIGHT AND OTHER INTELLECTUAL PROPERTY

All content and materials available through the Service, including but not limited to text, trade- and product names, graphics, website name, code, images and logos are the intellectual property of Hubro Education AS, 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 Hubro Education AS.

7 OWNERSHIP TO DATA

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

Further, Hubro Education retains the right, without additional notice, to obtain non-personal data from your connection and use of the service to make demographic assumptions, usage patterns and other analysis about the Service.

8 PRIVACY AND NON-DISCLOSURE

Hubro Education AS will take all reasonable steps to ensure the integrity and security of any personal data and information hosted on the service in accordance with applicable law and regulation. Hubro Education AS will not disclose or grant third-parties access to any such personal data for any purpose other than what is expressly stated in these terms, and will not itself use such data for any other purpose, commercially or otherwise, than what is required to provide the Service hereunder.

9 TERM AND TERMINATION

You will have access to the Services for the duration defined through Hubro Education AS agreement with the 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 of our website and 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 website is controlled from our offices located in Trondheim, Norway. It can be accessed by most countries around the world. As each country has laws that may differ from those of Norway, by accessing our website, you agree that the statutes and laws of Norway will apply to all matters relating to the use of this website and the purchase of any products or services through this site.

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