

# **WEBSITE TERMS AND CONDITIONS**

## **Access and Use of Website**

This website located at [www.boligbytte.no](http://www.boligbytte.no) (the "Site") is operated by HomeLink Norway.

Your access to and use of the Site is conditional upon your acceptance of these terms and conditions (which govern your use of the Site) - acceptance which will be considered starting from the moment on that you have registered using the password-, HomeLink Norway's privacy policy ("Privacy Policy") and any other terms and conditions contained on the Site ("collectively referred to as the "Agreement").

In the event of any contradiction between these Terms and Conditions and the specific terms and conditions relating to such product or service, the latter shall prevail.

Your use of the Site constitutes your acceptance of the Agreement and any variations to it.

Unless otherwise specified, the Site and the material provided on the Site are solely for promoting services and business operations within Norway. If you visit the Site from other locations or countries, you do so at your own risk and are responsible for compliance with all applicable local laws.

You are prohibited from using the Site to post or transmit any unlawful, threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage unlawful conduct.

## **Password and User ID**

You will be requested to choose a password to access the "Members only" area of the Site and HomeLink Norway will allocate a user identification ("User ID") to you. You will be required to use your password and user ID each time you log on to the Site. HomeLink Norway may assume the authenticity of and may act upon any instructions given by any person who uses your password or User ID.

Each time you use Web site with a user name and password you represent

- (1) That you are authorised to use this Web site
- (2) That you will maintain the highest standards of integrity:  
In that regard, requests should reflect a genuine need on your part and should not be submitted "just to test" the response of HomeLink Norway.
- (3) That you agree to the terms and conditions for use of website on behalf of yourself and your company and will act accordingly.

You may

- Access any part of the Web site and free of charge;
- Print one copy of any or all of the pages for your own personal reference.

You may not

- Use the Web site for other reasons than the purpose of exchange homes with other members of HomeLink International Association (“HLIA”)

You must comply with all directions issued by HomeLink Norway pertaining to use of your password or User ID. Your User ID will be published in the directory, in both the online and printed versions, and should be included in all your correspondence with HomeLink Norway and other registered members. You agree not to divulge, sublicense, assign or transfer to any third party your User ID and Password, you agree not to provide third parties with hyperlink access to the website. HomeLink Norway holds you responsible for keeping your password strictly confidential.

You must ensure that you exit from your website session at the end of each visit.

You will be held responsible for all transactions conducted using your password or User ID including all transactions a third party conducts using your password or User ID, irrespective of whether you have disclosed your password or User ID to that third party either intentionally or through carelessness. You must notify HomeLink Norway immediately if you become aware that your password or User ID has been compromised or that there has been unauthorised use of your password or User ID.

### **Access and membership**

Certain areas and Information on the Site are restricted to members of HomeLink. Membership requires adherence to home exchange etiquette and principles as described on the Site.

You are prohibited from using the Site to contact HomeLink members for commercial purposes, that is, to solicit business of any kind that entails monetary transactions, which is also explained in the sub-section referred to as ‘Site Content’<sup>1</sup>.

All such uninvited solicitation will be regarded as "spam".

The consequences for spammers are the following:

We have a zero spam policy. That means we do not tolerate ANY spam or spammers.

- We share our blacklists, so in addition to being permanently banned from this site, spammers risk being banned from literally hundreds of thousands of Web sites and servers.
- We save all spam submissions to provide to appropriate law enforcement to help prosecute spammers.
- All spammers are banned from future visits to the website.
- No Web sites submitted by spammers will ever be listed at the site

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<sup>1</sup> Article 5 Directive 2001/29/EG dd. 22 May 2001.

- Web sites submitted by spammers are banned indefinitely, and all referral links from spam sites are blocked indefinitely.
- We report all spammers.
- We actively ban and block referral links indefinitely from all spam sites.

### **Security of Information**

Unfortunately, no data transmission over the Internet is totally secure. Accordingly, HomeLink Norway does not warrant and cannot ensure the security of any information, which you transmit, to HomeLink Norway. Accordingly, any information, which you transmit to HomeLink Norway, is transmitted at your own risk. For this matter we refer to the privacy policy.

However, we have physical, electronic and managerial processes to protect the information we collect via our website or email. The information you send is passed through a secure server using encryption technology. All stored customer information is protected with secure passwords, user log-ons and other security procedures.

Nevertheless, once HomeLink Norway receives your transmission, it will take reasonable steps to preserve the security of such information.

### **Webmail Messaging System**

HomeLink International Associates provides a Webmail Messaging System (referred to as 'Webmail') to its international Business partners (referred to as 'organisers') and their members (referred to as 'subscribers'). Each user benefits by being able to share resources and communicate almost effortlessly with other members of the user community. However, as with any community, the benefits and privileges available must be balanced with duties and responsibilities designed to guarantee uniform access to all users.

That is why the use of the Webmail is subject to the following rules and guidelines, and all the users are responsible for ensuring that your use of the Webmail complies with this agreement.

HomeLink limits the number of messages that a subscriber can send using HomeLink's Webmail servers in a 24 hour day. HomeLink defines a message as one message sent to one recipient. No single message can be addressed to multiple recipients. Each subscriber is limited to 50 Webmail messages per 24-hour day.

HomeLink has no obligation to monitor Webmail transmissions. However, HomeLink reserves the right to monitor such transmissions and to govern the same in accordance with our Agreement.

HOMELINK is not responsible for the forwarding of email sent to any subscriber whose membership has been suspended or terminated. Such email will either be returned to sender, ignored, deleted, or stored temporarily, at HomeLink's sole discretion

### **Limitation of Liability**

HomeLink Norway does not warrant that your access to or use of the Site will be continuous, uninterrupted or totally secure. The Site may not be available from time to time due to upgrades or maintenance carried out in relation to the Site. Whilst we endeavor to ensure that the information on

this website is correct at the time of inclusion on the Web site we do not guarantee the accuracy of such information, nor do we commit to ensuring that the material on this Web site is kept up-to-date.

You acknowledge that disruptions to the operation of the Site may occur which are outside HomeLink Norway's control and which may affect your access to or use of the Site.

Although we have taken security measures to protect against the loss, misuse and alteration of the information included or posted in the Web site, no system of security measures is 100% fail-safe. HomeLink Norway will not be liable for any loss, release, misuse or alteration of the information included or posted in Web site.

Neither HomeLink Norway, nor its employees, officers or agents, will be liable for any loss or damage (including without limitation, any consequential loss or damage) suffered by you arising directly or indirectly from your inability to access the Site, your operation of the Site or in relation to any services offered through the Site.

In no circumstances will HomeLink Norway be liable to you or any third party for any indirect or consequential loss arising from damage caused to your computer or computer files as a result of your use of the Site or resulting from loss of data, loss of profits or business interruption even where HomeLink Norway has been advised of the possibility of such damages.

### **Indemnity**

You indemnify and agree to keep HomeLink Norway, its affiliates, officers, employees and agents indemnified against all claims, demands, actions, proceedings, costs, expenses, liabilities and loss suffered by HomeLink Norway, directly or indirectly as a result of any breach of your obligations under the Agreement.

### **DISCLAIMER**

Your use of the Site and information on the Site is at your own risk. The information appearing on the Site is for general information only and is subject to change. HomeLink Norway does not warrant that information contained on the Site is complete, accurate, or up-to-date.

To the extent permitted by law, neither HomeLink Norway nor its officers, employees or agents will be liable in any way for any loss, damage, costs or expenses suffered by you or claims made against you by reason of your use of the Site or in connection with any services or information supplied, offered to be supplied or advertised through the Site.

To the maximum extent permitted by law, all warranties, conditions and representations about the Site, the accuracy or timeliness of the material provided on the Site and the services advertised via the Site are expressly excluded.

Where any legislation implies a condition or warranty, and that legislation prohibits HomeLink Norway from excluding or modifying the application of, or its liability under, any such condition or warranty, that condition or warranty will be deemed included but HomeLink Norway's liability will be limited, to the maximum extent permitted by law, for a breach of that condition or warranty to one or more of the following: (i) supplying the services to you again or (ii) the payment of the cost of having the services supplied to you again.

Neither HomeLink Norway nor any other party involved in creating producing, or delivering the Site, will be liable to you for any direct, incidental, consequential, indirect or punitive damages,

costs, losses or liabilities whatsoever arising out of your access to, or use of the Site or any linked websites ("Linked Sites").

## **SITE CONTENT**

Copyright in the Site (including, without limitation, text, graphics, logos, icons, sound recordings and software) is owned or licensed by HomeLink Norway.

You must not reproduce, transmit, distribute, adapt, modify, sell, publish or otherwise use any of the material on the Site except as permitted by statute or with HomeLink Norway's prior written consent<sup>2</sup>.

## **Trade Marks**

All trade marks and logos on the Site ("Trade Marks") are owned or licensed by HomeLink Norway.

You may not use, reproduce or alter the Trade Marks in any manner whatsoever except with the prior written consent of HomeLink Norway.

Nothing on the Site will be construed as granting to you or any other person, any right, title or interest in the Trade Marks.

## **LINKED SITES**

The content of third-party websites to which you may link to, by means of hypertext links, from the Website is beyond our control. You proceed entirely at your own risk and we do not accept responsibility for any damage or loss you may suffer arising out of access to those websites, including, but not limited to, damage or loss of equipment and data. The inclusion of a link in our website does not imply our endorsement of or association with any products, services, information or material offered or accessible on or any person connected with any such third-party website, unless and to the extent stipulated to the contrary.

## **Your Information**

You acknowledge that all information you provide to HomeLink Norway including personal information is complete, accurate and current.

It is a condition of the Agreement that your information does not contain any virus, worm, Trojan horse or other program or material that has the ability to alter, delay, damage or interfere with the operation of the Site, is not false or misleading and does not contravene any law, statute or regulation.

The Privacy Policy governs the manner in which HomeLink Norway may use your personal information. You consent to use of your personal information in the manner set out in the Privacy Policy. You may review the terms of the Privacy Policy by clicking on the link from the front page.

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<sup>2</sup> Directive 2001/29/EG dd. 22 May 2001.

## **Termination**

HomeLink may, in its sole discretion and without notice to you, suspend or terminate your membership and use of the Site, the Information and/or the Services, at any time, and for any or no reason, even if access and use continues to be allowed to others. HomeLink will not be liable to you or any third party for any suspension or termination of your membership and access to the Site, the Information and/or the Services.

This agreement is effective until terminated by either party. You may terminate this agreement at any time, by destroying all materials obtained from the website, along with all related documentation and all copies and installations.

Upon termination, you must destroy all materials. In addition, by providing material on our Web site, we do not in any way promise that the materials will remain available to you.

## **General**

The Agreement is governed by the laws of Norway.

If any provision of the Agreement is invalid, void or unenforceable, all other provisions will be separately enforceable and will continue to be of full force and effect without regard to the invalid, void or unenforceable provision.

HomeLink Norway reserves the right to suspend or terminate your access to or use of the Site, at any time, if you breach any of your obligations under the Agreement.