**Terms of use**

**Arcticode AS and Topps mobile ordering application**

**TERMS OF USE**

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**OVERVIEW**

Terms of Use ("Terms") apply to use of the Topps mobile ordering app and webshop/website/site (the "Service" or our "Service"). The Service is delivered and operated by Arcticode AS, org nr 920 359 507, Orrevegen 246, 4352 KLEPPE.

Through the mobile ordering app and website, the terms “we”, “us” and “our” refer to Arcticode AS and the Topps mobile ordering app. Arcticode AS offers the website and mobile ordering app, including all information, tools and services available from this site and/or app to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here.

The respective venue or hotspot which provides the product/consumer goods you can purchase through us the service and the Service Provider may hereafter be referred to as a Party or collectively "we", "us" or the "Parties".

By using our mobile ordering app and/or visiting our site to use or purchasing something from us, you engage in our Service and agree to be bound by the following terms and conditions (“Terms of Use”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink (insert this). These Terms of Use apply to all users of the app and/or site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Please read these Terms of Use carefully before accessing or using our mobile ordering app and/or website. By accessing or using any part of the service, you agree to be bound by these Terms of Use. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use of our service.

Any new features or tools which are added to the current service shall also be subject to the Terms of Use. You can review the most current version of the Terms of Use at any time on this page. We reserve the right to update, change or replace any part of these Terms of Use by posting updates and/or changes to the service and the website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the app and/or website following the posting of any changes constitutes acceptance of those changes.

**SECTION 1 - GENERAL CONDITIONS**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

**SECTION 2 – MOBLE ORDERING AND ONLINE TERMS**

You will need to register an account to be able to place an order for the consumer goods at the respective venue or hotspot. You must be at least 18 years old to register an account.

It is your responsibility that the information you register is complete and correct. The information must be kept up to date at all times. It is your sole responsibility to keep your username, password and other sensitive information confidential. In the case of suspected unauthorized use of your account please notify us at once.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

**SECTION 3 – AN ORDER AND THE PRICE**

When ordering consumer goods, The User is responsible for incorrect orders. These include but are not limited to: (a) Bookings made at the wrong table or wrong venue or hotspot; (b) Incorrect orders; (c) Unintentional orders as a result of unintentionally touching a device while the Service is active.

All prices are referred to from the respective venue or hotspot and are included VAT. Prices you find in the service will have the local currency from the respective venue or hotspot. Total cost includes all taxes (VAT, customs, etc.) and delivery costs (freight, shipping, billing fee, packaging, etc.).

**SECTION 4 – PAYMENT**

After a payment is completed, a receipt will be sent to your app. The receipt will be stored, and you will have access to view your order/receipt history in the app.

Payments in form of credit or debit cards can be reserved by the service and the parties. Reservation is usually valid between 2-30 days but depends on the user`s bank.

The user can not withdraw the purchase of a product or consumer goods that will rapidly deteriorate or which by their nature cannot be returned. The amount which is reserved will be debited when the respective venue or hotspot accepts delivery of the purchase.

**SECTION 5 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION**

We are not responsible if information made available in the service and on the site is not accurate, complete or current. The material in the service is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material in the service is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information in our service or on our site. You agree that it is your responsibility to monitor changes to our site.

**SECTION 6 - MODIFICATIONS TO THE SERVICE AND PRICES**

Prices for the consumer goods and products bought through the service are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

**SECTION 7 - PRODUCTS AND SERVICES**

Some products or services may have limited quantities.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us or the respective venue/hotspot. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

**SECTION 8 - ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing information. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by users, dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made through/with the service. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

**SECTION 9 - OPTIONAL TOOLS**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools ”as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the service and the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the service and website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Use.

**SECTION 10 - THIRD-PARTY LINKS**

Certain content, products and services available via our Service may include materials from third-parties.

Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

**SECTION 11 - USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms of Use.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

**SECTION 12 – INTELLECTUAL PROPERTY RIGHTS**

All materials, content and data which you might obtain access to that is used by us or the respective venue or hotspot belongs to and is reserved by the service or the respective venue or hotspot. This could include but is limited to trademarks, names, logos, text, pictures, etc. To copy, alter or use content in any other way without consent from the service or respective venue or hotspot including any other party holding the right are forbidden.

**SECTION 13 - PERSONAL INFORMATION**

Your submission of personal information through the service is governed by our Privacy Policy. For more information view our Privacy Policy.

**SECTION 14 - ERRORS, INACCURACIES AND OMISSIONS**

Occasionally there may be information on the site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, products, waiting times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

**SECTION 15 - PROHIBITED USES AND MISUSES OF THE SERVICE**

You are responsible for the use of the Service in compliance with applicable laws and regulations and in accordance with these Terms. The User shall adhere to applicable national legislation for ordering alcohol, including age restrictions in this respect. Losses due to offense or attempted offense are not refundable.

You are responsible for misuse of the Service. Such misuse includes, but is not limited to: (a) Using another person`s phone number; (b) Use of another person’s phone or other devices to use the Service; (c) logging/checking in on someone else`s tablet/computer; (d) log in with someone else’s user information; (e) Bail out from the bill; (f) Spy on someone else’s bill; (g) Registering another person without consent.

In addition to other prohibitions as set forth in the Terms of Use, you are prohibited from using the service and/or the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

**SECTION 16 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of the Service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Arcticode AS, our directors, officers, employees, affiliates, partners, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some areas, counties, states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

**SECTION 17 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Arcticode AS and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third-party due to or arising out of your breach of these Terms of Use or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

**SECTION 18 - SEVERABILITY**

In the event that any provision of these Terms of Use is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Use, such determination shall not affect the validity and enforceability of any other remaining provisions.

**SECTION 19 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Use are effective unless and until terminated by us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use our Services, or when you cease using our service/site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Use, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Service (or any part thereof).

**SECTION 20 - ENTIRE AGREEMENT**

The failure of us to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

These Terms of Use and any policies or operating rules posted by us in the service or on the website or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Use).

Any ambiguities in the interpretation of these Terms of Use shall not be construed against the drafting party.

**SECTION 21 - GOVERNING LAW**

These Terms of Use and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the local laws in either Norway and/or the host country, the country where the respective venue or hotspot is located.

**SECTION 22 - CHANGES TO TERMS OF USE**

You can review the most current version of the Terms of Use at any time at the website.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Use by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Use constitutes acceptance of those changes.

**SECTION 23 - CONTACT INFORMATION**

Questions about the Terms of Use should be sent to us by contact form. (hyperlink)