

# General Terms and Conditions for Self Service Solutions

## 1.

These general terms and conditions (the "Terms") regulate of use the application programming interfaces, including both direct integrations and integrations via partners, and online self service portals (jointly the "Self Service Solutions") offered by Posten Bring AS and any legal entity forming part of the Posten Bring Group (the "Posten Bring Group").

The Terms are published on  
<https://developer.bring.com>.

By accessing or using our Self Service Solutions, you agree to these Terms. You are solely responsible for the technical equipment, software and know-how required in order to access and use the Self Service Solutions. If you use the Self Service Solutions as an interface to, or in conjunction with, other logistical services provided by us, then the terms and conditions for those services also shall apply.

If you are using the Self Service Solutions on behalf of a legal entity, you represent and warrant that you have the authority to do so.

We reserve the right to modify and change the Self Service Solutions and you, the user, are responsible for dealing with any impact such changes may have on your IT-systems etc.

We reserve the right to modify and amend these Terms at any time and your continued use of the Self Service Solutions constitutes your acceptance of any and all such modifications and amendments.

## 2.

You are granted a personal, non-transferable, non-exclusive, revocable and limited license to use the Self Service Solutions in accordance with these Terms. Except for the foregoing, all intellectual property rights in and to the Self Service Solutions are exclusively owned by the Posten Bring Group.

You may use the Self Service Solutions in order to make full use of our logistical services, but you may not modify or adapt, reverse engineer, decompile,

disassemble or sub- license, create derivative work of, assign or sell the Self Service Solutions, or misrepresent the source or their ownership.

## 3.

The Self Service Solutions are, until further notice, normally available 24/7 with the exception of downtime for upgrades, maintenance and error fixing. Access to the Self Service Solutions is provided on a strict "as is" basis. There is no warranty that access to the Self Service Solutions will be uninterrupted or error- free.

You are using the Self Service Solutions on your own cost and risk and the Posten Bring Group shall under no circumstances be liable for any damage or loss, whether direct, indirect or otherwise consequential, such as loss of profit or loss of data, including but not limited to damage or loss caused by:

- the Self Service Solutions not being available, fully functional, are inaccurate or contain other deficiencies;
- the Self Service Solutions being corrupt or contaminated; or
- because access to the Self Service Solutions is blocked.

Identified deficiencies are rectified at the sole discretion of the Posten Bring Group.

## 4.

Access to the Self Service Solutions may be blocked with immediate effect in case:

- your use of the Self Service Solutions is in conflict with these Terms or there is reasonable belief to assume that the you will not meet your obligations hereunder;
- there is reasonable belief that the Self Service Solutions are or will be misused; or
- there is reasonable belief to suspect that you are acting in breach of applicable laws and regulations or that you could cause harm or some other inconvenience to the Posten Bring Group or to a third party.

You undertake to indemnify the Posten Bring Group from and against any and all claims, losses,

liabilities, damages, expenses and/or other costs resulting from your breach of these Terms.

## **5. Data Processing Agreement**

### 5.1 Roles and responsibilities

Posten Bring Group is Data Processor ("Processor") for the personal data you submit to your Mybring account, like information regarding your employees and your customers. You are the Data Controller ("Controller").

This section 5 constitutes the Data Processing Agreement between the parties. Posten Bring Group warrants that it has implemented appropriate technical and organizational measures in such a manner that its processing of personal data under this Data Processing Agreement will meet the requirements of applicable data protection law and ensure the protection of the rights and freedoms of the data subject.

### 5.2 Confidentiality

Posten Bring Group shall ensure that only persons who directly need access to personal data to fulfill our obligations to you have access to the personal data required. Posten Bring Group shall ensure that those involved in the processing of personal data are obligated to confidentiality agreement or are subject to statutory obligation of confidentiality.

### 5.3 Instructions

Mybring contains functionality that is standard for all customers. Where applicable personal data protection law requires you to provide documented instructions for the processing of personal data, such instructions shall be deemed to be given in accordance with these Terms and the Mybring standard functionality. You are obliged to notify Posten Bring Group if you consider that the current processing of personal data contained in the Terms and functionality of Mybring (the instructions) differs from your procedures relating to the processing of personal data.

### 5.4 Assistance

You are responsible for ensuring a legal basis for processing of personal data. We shall assist the you in fulfilling your legal obligations under applicable data protection law.

### 5.5 Third party requests

If data subjects, competent authorities or any other third parties request information from us regarding the processing of personal data which we are handling on behalf of you in accordance with these terms, we shall refer the request to you. If we are obliged to disclose personal information that we are handling on behalf of you, we will inform you about this.

### 5.6 Your right to information

We shall at your request, provide you with such information and necessary assistance in order for you to be able to demonstrate that the obligations under applicable data protection law are met, including the necessary access to the data being processed and the systems used. We will further contribute to audits, including your inspections.

### 5.7 Deletion

We shall upon the your request and further instructions return or delete all personal data that we have been processing on behalf of the you under this Data Protection Agreement unless applicable data protection law requires further storage of the relevant personal data.

### 5.8 Transfer

You agree that Posten Bring Group uses subcontractors for the performance of its obligations under the Terms. We will maintain a list of subcontractors to Mybring at <https://developer.bring.com>. We are responsible to you for the performance of our obligations by use of subcontractors. When using subcontractors in a state outside the EEA, Posten Bring Group will always ensure that the conditions for transfer to third countries are fulfilled.