

REC ProPage, Terms of Use



1. ACCEPTANCE OF TERMS

1. These ProPage Terms of Use (the "ProPage ToU") apply to the REC ProPage site located at www.recgroup.com/proportal, and all associated webpages, portals, microsites, sub-sites (collectively the ProPortal) linked to www.recgroup.com by REC Solar Holdings AS (Oslo/Norway), its subsidiaries and affiliates, including REC Solar sites worldwide (hereinafter "REC", "we" or "us").
2. By accessing, browsing and/or using ProPage and all services provided by REC and connected to ProPage (the "Service") you acknowledge that you have read, understood, and agree, to be bound by these terms and to comply with all applicable laws and regulations as follows.
By using the Service, you agree to these Terms of Use; if you do not agree, do not use it.

2. FREE OF CHARGE

This Service is provided to you by REC free of charge subject to the condition you are eligible for REC ProPortal access (e.g. REC Certified Solar Professional, REC Trusted Partner/Installer).

3. CHANGES TO THIS SERVICE/END OF SERVICE

REC expressly reserves the right

- to change, modify or cease the Service or its content completely or partially, for a limited time or permanently;
- to make improvements and/or changes in the products and/or the programs contained in Service at any time without further notice. We therefore recommend updating yourself from time to time with our applicable Terms of Use and the ProPages; REC may provide you in its sole discretion with relevant updates via newsletter (e.g. RECent news);
- to update these Terms of Use at any time for the future without notice.

4. USE OF THIS SERVICE

1. This Service is allowed to be used by you commercially in so far as you present and promote REC and its products and services to your (potential) customers. The Service is only to be used for lawful purposes and in compliance with all applicable laws and regulations (including, but not limited to Data Protection, Imprint etc) and in a way that promotes REC and its products and will not in any way damage its name or reputation.
2. You are not allowed to use the Service in any way for any purpose that is unlawful or prohibited or to promote any other solar panel than REC's You may not use the Service in any manner that could damage, disable, overburden or impair the Service.
3. If parts of the Service require you to open an account or to log-in, you are entirely responsible for maintaining the confidentiality of your log-in details and account, and for any and all activities that occur under your account, unless you have notified REC of any unauthorized use of your account or any other breach of security without undue delay.
4. REC cannot warrant the continuous, uninterrupted or error-free operability of the Service. There may be times when certain features, parts or content of the Service, or the entire Service, become unavailable (whether scheduled or unscheduled) or are modified, suspended or withdrawn by REC, in REC's sole discretion, without notice to you. You agree that we will not be liable to you or to any third party for any unavailability, modification, suspension or withdrawal of the Service, or any features, parts or content of the Service.

5. CONTENT, INFORMATION, DOCUMENTS

1. While the information provided within the Service is checked by REC and believed to be accurate, it may include errors or inaccuracies. The use of the Service is on your own risk and responsibility.
2. REC provides economic projections and forward-looking statements on this Service that relate to future facts. Such projections and forward-looking statements are subject to risks which cannot be foreseen and which are beyond the control of REC. REC is therefore not in a position to make any

representation as to the accuracy of economic projections and forward-looking statements or their impact on the financial situation of REC or the market in the shares of REC.

3. REC PROVIDES the SERVICE including all CONTENT, ALL DOCUMENTS AND INFORMATION "AS IS" AND "AS AVAILABLE" AND HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE DOCUMENTS AND INFORMATION, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
6. INTELLECTUAL PROPERTY RIGHTS, TRADEMARKS
 1. Available documents and information, including software, text, images, graphics, sound, animations, videos, trademarks, logos on this Service are subject to Copyright and other intellectual property protection and are either owned or licensed by REC. They may solely be used by you for commercial use or distribution for the Service and may not be modified.
 2. Except as expressly set out here, nothing in these terms of use gives you any rights in respect of any intellectual property owned by REC or REC's licensors and you acknowledge that you do not acquire any ownership rights by downloading content from the Site or including it into your website. In the event you print off, copy or store pages from the Site (only as permitted by these terms of use), you must ensure that any copyright, trade mark or other intellectual property right notices contained in the original content are reproduced.
7. LINKS/ THIRD PARTY WEBSITES
This Service contains also links to and from third-party internet sites outside of REC (e.g. Youtube, LinkedIn, Facebook etc). These Third-Party sites are not under the control of REC and REC is not responsible for the content of these sites or for anything provided by them and does not warrant that they will be continuously available. The fact that REC include links to Third Parties does not imply any endorsement of or association with them.
8. PERSONAL DATA/ DATA PRIVACY
 1. For *your* use of the Service/ProPage (creating REC-content websites) we only collect your email-address and name as personal data; in addition, the Cookie Policy applies. Further information are set out in REC's PRIVACY POLICY.
 2. For the use/access of end users to our Service via your website, we will provide the end user with a cookie-consent -pop- up prior accessing our Service and set cookies accordingly.
We will only collect IP addresses as personal data from your end user, no further personal data.
You have to ensure that your website fulfills the GDPR requirements for your services offered.
9. DISCLAIMER OF LIABILITY
IN NO EVENT SHALL REC BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THIS SERVICE, INCLUDING SOFTWARE, DOCUMENTS, AND INFORMATION, OR THE FAILURE OF IT, UNLESS FOR DAMAGES CAUSED BY INTENT, OF PERSONAL INJURY, OR CLAIMS UNDER MANDATORY PRODUCT LIABILITY LAWS.
10. GOVERNING LAW AND PLACE OF JURISDICTION
This Service is provided by REC Solar Holdings AS, Oslo/Norway and any dispute arising out of or in connection with this Service is therefore governed by Norwegian Law, without its choice of law provisions. The Asker og Bærum district court in Oslo, Norway has exclusive jurisdiction for any dispute arising out of or in connection with this Service