

TERMS AND CONDITIONS FOR BOOKING COURSES ARRANGED BY AVONOVA

These Terms and Conditions are valid from 15.11.2022

The following Terms and Conditions shall apply to the registration of and participation in courses arranged by Avonova Solutions AS and any other companies within the Avonova Group when the delivery is under the auspices of Avonova Solutions (hereinafter referred to as "**Avonova**").

The requestor of the course shall hereinafter be referred to as "**the Customer**".

1 REGISTRATION

Only individuals acting on behalf of a business (e.g. as an employee of a company) may book and participate in Avonova courses.

Registration for all Avonova courses shall be binding (see also Section 4 concerning cancellation).

There are no registration deadlines for courses and participants may register for as long as spaces are available.

The Customer shall be responsible for ensuring that the correct company and contact details are registered during the booking. In the event that such details are incorrect, Avonova is unable to guarantee that the Customer will receive relevant information prior to and/or after attending the course.

2 CERTIFICATE

Issuance of a course certificate requires that the course participant attends and completes the entire registered course. A course participant who acts in a disruptive manner for the rest of the course group, or who acts so absent-mindedly that the course instructor considers that it interferes with the learning, may, after a warning from the course instructor, be expelled from the course and/or denied a course certificate. In such cases, the customer is not entitled to a refund.

3 COURSE MATERIALS

Course materials and course certificates shall be made available to course participants via the Avonova course portal after completing the course. The Customer shall be responsible for downloading any course certificates. The Customer shall be given access to the Avonova course portal for a minimum of one year after completing the course. Please note that data contained in the course portal may be lost in the event of circumstances including, but not limited to, change of suppliers, etc. If the circumstances fall within the control of Avonova, the Customer shall be notified in advance.

The Customer may only use the materials in connection with course participation.

Terms and Conditions of Agreement concerning courses

All course materials and content, including presentations and other materials made available to the Customer, shall remain the property of Avonova and shall be protected by the Norwegian Copyright Act and the Norwegian Marketing Act. Under no circumstances may course participants copy, sell, lease, display, redistribute or otherwise use or distribute the materials in any other context, including through plagiarism or by using the materials as the basis for or as content in their own courses or presentations, without prior agreement with Avonova.

4 THE CUSTOMER'S RIGHT TO CHANGE COURSES

The Customer may change to an equivalent course at a different course location and/or on a different course date at no additional cost up to one week before the course is due to take place. The Customer may also change to another course up to one week before the originally booked course is due to take place, but the Customer shall be required to cover the difference in the event that the new course has a higher price. Changes to courses shall be subject to spaces being available for the course the Customer wishes to change to.

Avonova reserves the right to issue a voucher corresponding to the amount paid for the booked space. The Customer shall be responsible for using the voucher within 12 months of the issue date. Unused vouchers will not be refundable.

Any changes to courses made later than one week before the course is due to take place shall be subject to a charge of NOK 1,000 per course place.

In the event of changes to courses, the original invoice shall be paid in accordance with the due date. Any charges or differences shall be invoiced separately.

The Customer shall not be entitled to make changes to courses as mentioned in this Section 3 after 12 months have passed since the originally booked course date.

5 CANCELLATION

The Customer shall be entitled to cancel courses at no additional cost within 24 hours of making the booking. All enquiries concerning such cancellations shall be made in writing via e-mail to kundeservice@avonova.no.

The Customer may deregister from the course subject to a charge of NOK 1,500 for webinars per course place and NOK 2,000 for face-to-face courses per course place. In the event of cancellations made later than three weeks before the scheduled course date, the Customer shall be charged the full course fee.

6 CHANGES TO THE SCHEDULED COURSE ON THE PART OF AVONOVA

Avonova reserves the right to change the course provider or postpone scheduled courses if the original course provider is prevented from attending. Postponed courses shall otherwise be implemented subject to the same terms and conditions as the originally agreed course.

Avonova reserves the right to make changes to the stated course location. In such cases, Avonova shall notify all course participants in advance.

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Avonova reserves the right to cancel scheduled courses. In such cases, Avonova shall notify all participants in advance. (In the event that Avonova cancels a physical classroom course due to a low number of registered course participants, Avonova will seek to schedule a similar course as a webinar on the same date. In such cases, the Customer shall be able to choose between completing the course as a webinar and changing to a different course date. If the Customer chooses to attend the course as a webinar, Avonova will refund the difference in the course fee between the webinar and the face-to-face course. In other cases, where courses are cancelled by Avonova, the Customer will receive a refund of the course fee.

Any costs incurred by the Customer in connection with Avonova's changes as mentioned in this provision, including the Customer's costs associated with travel or accommodation, shall not be reimbursed.

7 FORCE MAJEURE

Avonova shall be entitled to cancel courses without a refund or other liability to the Customer if such cancellations are necessary due to extraordinary and unforeseeable circumstances outside of Avonova's control, including but not limited to, natural disasters, war, epidemics/pandemics, fire, etc.

8 HEALTH AND INFECTION CONTROL

The Customer shall be obliged to comply with government guidelines and/or recommendations concerning health and infection control, including those issued by the Norwegian National Institute of Public Health or local authorities during the course. Avonova may also develop its own infection control procedures that the Customer shall be obliged to comply with if such procedures are deemed necessary by Avonova.

In the event of non-compliance with the aforementioned guidelines and procedures, the Customer may be removed from the Course without being entitled to any refund of the course fee or other compensation.

In the event of a significant outbreak of an infectious disease at or near the course location, Avonova reserves the right to offer to provide a scheduled face-to-face classroom course as a virtual classroom course via the Zoom platform instead.

9 PRIVACY

Privacy Policy: <https://www.avonova.no/personvern>

10 PHOTO AND VIDEO RECORDINGS

Avonova reserves the right to take photos and video recordings for marketing purposes in connection with courses.

11 INVOICING

All course registrations shall be binding and shall be invoiced at the time of booking. Invoices shall normally be issued within one week after the booking has been received and shall be subject to a payment due date of 20 days. Exceptions may be made for Customers employed by organisations that are subject to other payment terms (foreign invoice receipt, international parent companies, local authorities/county councils) if the course fee is payable by the Customer's employer.

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The Customer shall be responsible for ensuring that the correct company and contact details are registered during the booking as these will have an impact on invoicing, including PO numbers, references or comments.

Avonova collaborates with Intrum AS for the follow-up of unpaid invoices. In the event that Avonova has not received payment within five days after the due date specified on the issued invoice, the claim will be submitted to Intrum AS, which will follow up on the claim.

12 VAT

The listed prices do not include VAT and VAT shall be added when invoicing VAT-liable services. This does not include Svalbard. VAT is currently invoices for all on-demand online courses, but not open Avonova courses.

13 ASSIST CUSTOMERS

Avonova Assist customers may register to attend courses marked "Assist" on our website at no cost. The number of spaces is limited to 12 spaces during the three-year agreement term. Courses other than free and included courses shall be available to the Customer with a discount of 25% of the market price.

Nevertheless, the deadlines and charges specified in Section 3 and 4 shall apply to the Customer's right to change courses and cancellations. If the Customer fails to attend courses without cancelling in accordance with the deadlines specified Section 4, the Customer shall be charged the full course fee and the course space concerned shall be considered to have been used.