



## Terms of Website use

The following terms apply to the use of the website [www.nito.dk](http://www.nito.dk), including the different language versions of the which is owned and provided by Nito A/S, CVR (business registration) no. 71412156, H.C. Ørstedvej 4, 6400 Hadreslev, Denmark ('Nito' or 'we') By visiting and using this Website and the services provided on the Website, you agree to the following terms.

### 1. Rights to the Website

#### 1.1 Intellectual property rights

1.1.1 Nito, our associated companies or business partners own all rights, including but not limited to, copyright and trademark rights and other intellectual property rights to the content on the Website, such as names, logos, trademarks, text, product lists, de-scriptions, articles, news, white papers, drawings, graphics, images/photos, icons, software and other material ('Material') and may only be used by prior permission from Vikan.

#### 1.2 Copying, dissemination and download

1.2.1 Unauthorised copying, dissemination or public display of Material on the Website is prohibited by the Danish Copyright Act and may result in civil and criminal sanctions. Altering or removing Material on the Website is also prohibited.

### 2. Website Behind Login

#### 2.1 Distributors' use of Material

2.1.1 As a registered Nito distributor, you can download product descriptions, logos, marketing material etc. for use in the sale and marketing of Nito's products to the end customer via the Website Behind Login. Such use must at all times clearly identify Nito as the owner of the rights and state Nito's name and logo (hereinafter referred to collectively as 'Marketing Materials'). To the extent that the distributor uses Nito's Marketing Materials, it must not be possible to confuse the distributor's identity with that of Nito when using the Marketing Materials, and any use of such Marketing Materials must therefore be clearly distinguishable from Nito's look and feel. Any other use is prohibited.

2.1.2 All Marketing Material is made available in the format displayed on the Website and in the available languages.

2.1.3 All rights pursuant to clause 2.1.1 lapse when the collaboration between Nito and the distributor ends, and the distributor must then return all downloaded Marketing Material to Vikan or confirm in writing that the material has been destroyed.

## 3. Disclaimer

3.1 Nito strives to ensure that the Website is available at all times without interruptions. However, service interruptions may occur which will make the Website temporarily unavailable. Furthermore, Nito is entitled at any time to suspend, interrupt or modify, temporarily or permanently, the Website or any part thereof without notice. Nito accepts no liability resulting from such suspension, interruption or modification.

3.2 Information on the Website is provided without warranty of any kind, express or implied, as to the accuracy or completeness of such information. Furthermore, Vikan is entitled at any time to change the content of the Website without notice, including product descriptions etc. It is thus the distributor's own responsibility to stay up-to-date on available material on the Website in relation to sale and marketing of the products that the distributor offers to the end customer.

3.3 The Website may contain links to third-party websites. Nito assumes no responsibility for the content of such third-party websites, and Nito urges users to read the terms of use for third-party websites before use.

## 4. Liability

4.1 Nito cannot under any circumstances be held liable for use of the Website, including loss of earnings, operating loss or loss of data, service interruptions or other direct or indirect loss.

4.2 Download takes place at the user's own risk. Nito assumes no responsibility for any damage whatsoever arising out of the download, installation, storage or use of software or content on the Website, including damage and service interruptions caused by viruses and the like.

4.3 The user agrees that the Website may be used only for lawful purposes and that the user is prohibited from engaging in any behaviour which may harm the Website, including adding or removing anything from the Website or attempting to access parts of the Website which are not intended for the user. The user may not use the Website in a manner which infringes third-party rights.

## 5. Personal data

5.1 Nito's processing of personal data complies with the personal data legislation in force from at the time. You can read more about how we process your personal data when you visit the Website in our Privacy Policy.

## 6. Cookies

6.1 The Website uses cookies. You can read more about the use of cookies in our Cookie Policy on our website.

## 7. Contributions from users

7.1 All material, information or other types of communication as well as product ideas received from users via the Website will be considered as non-confidential and non-exclusive and will not entitle the sender to royalties. Nito may freely use any such material, information, product ideas etc. received from users in a professional and commercial context, for example by granting licences for their use.

7.2 We have the right to freely upload, copy, distribute, incorporate, modify and/or otherwise use the communication together with all data, images, text and other things embodied therein for any and all commercial or non-commercial purposes.

## 8. Governing law and venue

8.1 Any matter or dispute arising out of the use of the Website is governed by the laws of Denmark. However, Danish Law's international private law rules do not apply.

8.2 Any dispute which may arise out of the use of the Website must be settled by the Danish courts with the Court of Viborg as the court of first instance.

## 9. Contact

9.1 If you have any questions about the above guidelines, you can contact us at any time at [Nito@nito.dk](mailto:Nito@nito.dk).