

# Lette AS Terms of Service

**Effective Date:** 08.08.2025

These terms of service ("Agreement") constitute an agreement between **Lette AS** ("Us" or "We") and the company referenced in the Order Form that incorporates this Agreement ("Customer") and governs the Customer's right to access and use our cloud-based property management platform for housing cooperatives (borettslag) and condominiums (sameier), which supports document management, communication, maintenance tracking, decision processes, and other facility management workflows ("Solution").

If you are a Third-Party User, your use is subject to the terms of this Agreement. The Customer confirms that it has read, understood, and accepted our Privacy Policy and has informed its users that it is available at **Lette Privacy Policy**.

This Agreement takes effect when the Customer accepts the Order Form or first accesses the Solution, whichever comes first. If you accept this Agreement on behalf of the Customer, you represent and warrant that you have full authority to bind the Customer to this Agreement.

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## 1. DEFINITIONS

In addition to other expressions that may be defined elsewhere in this Agreement, the following expressions shall have the meanings set forth below:

- **"Authorized User(s)"** means person(s) within the Customer's organisation authorized to use the Solution.
- **"Third-Party Users"** means legal entities authorized by the Customer to access the Solution for the purpose of viewing Customer Data in the Solution.
- **"Confidential Information"** means all non-public information, whether oral or written, relating to the Party's business, affairs, products and services that has or could have commercial value to the Party disclosing such information (the "Disclosing Party"), whether made available in writing or orally, and whether or not identified by the Disclosing Party at the time of disclosure as being confidential.
- **"Customer Data"** means all data, including but not limited to text, data and/or images that are provided by or on behalf of the Customer.
- **"Solution Materials"** means all documentation provided with the Solution, including but not limited to technical instructions for using the Solution APIs and any integration

guidelines.

- **"Intellectual Property Rights"** means any patents, rights to inventions, copyrights and related rights, trademarks, trade names, domain names, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property right recognized in any country or jurisdiction in the world, whether registered or not, and all applications and registrations therefor.
  - **"Order Form"** means the standard order form completed by the Customer for the purchase of access to the Solution. The Order Form is incorporated into the Agreement by reference.
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## 2. USE OF THE SOLUTION

### 2.1 Right to use

2.1.1 Subject to the Customer's compliance with this Agreement, the Customer may access and use the Solution and Solution Materials in accordance with this Agreement and the applicable Order Form for the Customer's internal business purposes related to property management.

### 2.2 Authorized Users and Third-Party Users

2.2.1 The Customer shall ensure that only Authorized Users are permitted access to the Solution and that such Authorized Users use the Solution in accordance with this Agreement.

The Customer may grant Third-Party Users the ability to view Customer Data in the Solution and shall ensure that such Third-Party Users comply with this Agreement. The Customer is solely responsible for the activity on its account, its Third-Party Users, and any associated use of the Solution.

The Customer shall immediately notify Us of any loss and/or theft of any passwords or usernames related to the Solution and any unauthorized use of the Solution.

### 2.3 Restrictions and obligations

The Customer must not attempt, permit, or enable others to:

- a) Sell, lease, rent, copy, or provide access to the Solution, Solution API, or Solution Materials to any third party other than granting access to Third-Party Users as described in section 2.2.1.
- b) Allow Authorized Users to share passwords or user IDs with unauthorized users.
- c) Violate any applicable laws or regulations while using the Solution, Solution API, or

Solution Materials.

d) Upload, make available, or share any information which:

- (i) violates the rights of third parties, including Intellectual Property Rights or privacy rights; or
- (ii) contains false, fraudulent, illegal, harmful, or defamatory materials.
  - e) Scan or test the vulnerability of the Solution or Solution API, or breach, disable, circumvent, remove, or damage any authentication or security measures.
  - f) Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code or underlying structure, ideas, or algorithms relevant to the Solution.
  - g) Use the Solution in any way to develop, test, or enhance competing services.
  - h) Use the Solution API to circumvent restrictions in the Solution or gain unauthorized access to data.
  - i) Misrepresent or mask the Customer's identity when using the Solution API.

The Customer may have access to the Solution API and must restrict disclosure of API keys to employees and consultants necessary for integration and subject to confidentiality obligations. The Customer shall immediately notify Us if aware of any loss or unauthorized use of API keys.

We reserve the right to impose restrictions on the number and frequency of API calls and to perform audits to verify compliance.

The Customer shall:

- a) Provide all cooperation necessary for our ongoing delivery of the Solution.
- b) Comply with our reasonable instructions and ensure it has the rights, hardware, software, and network connectivity necessary to access and use the Solution.
- c) Use accurate and relevant data in the Solution.

If We become aware of any breach of this Agreement, We may:

- (i) suspend access to the Solution,
- (ii) delete infringing Customer Data,
- (iii) take any necessary remedial actions, and/or
- (iv) pursue legal remedies.

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### **3. CUSTOMER DATA AND INTELLECTUAL PROPERTY RIGHTS**

3.1 All Intellectual Property Rights related to the Solution, Solution API, and Solution Materials are under the sole ownership of Lette AS or its licensors. This Agreement does not transfer any such rights to the Customer.

3.2 Customer Data remains the property of the Customer. The Customer grants us:

- a) the right to use Customer Data to perform our obligations under this Agreement during

the Term; and

b) a royalty-free, perpetual, non-exclusive, sublicensable, irrevocable right to aggregate and anonymize Customer Data for statistical, analytical, and service improvement purposes.

3.3 We own all Intellectual Property Rights related to the results arising from anonymized and aggregated data.

3.4 Upon termination, We will make Customer Data available for download for 14 days, after which it may be deleted.

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## 4. CONFIDENTIALITY

Each party shall hold the other's Confidential Information in confidence and not disclose it to third parties without prior written consent, except as required to perform this Agreement.

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## 5. PAYMENT

5.1 Pricing and payment terms are set out in the applicable Order Form.

5.2 Prices may be adjusted annually in accordance with the Norwegian retail price index of Statistics Norway, with the initial reference index value being the index value for the month in which the Agreement was formed. The price may also be adjusted to the extent that rules or administrative decisions pertaining to indirect taxes are amended in a way that affects the consideration or our costs.

5.3 If customers fails to make payments on the agreed time, we shall be entitled to claim interest according to the Norwegian Late Payment Interest Act.

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## 6. DISCLAIMER AND LIMITATION OF LIABILITY

6.1 The Solution is provided to the Customer on an "as is" and "as available" basis. We disclaim all warranties, representations, and conditions, express or implied, including, but not limited to, warranties as to (i) the Solution, Solution API and Solution Materials availability, correctness, accuracy, reliability, quality, non-infringement, and fitness for a particular purpose, and (ii) that the Customer's use of the Solution will be secure, uninterrupted or error free.

6.2 In no event shall either party be liable to the other for any special exemplary, indirect or consequential damages, including but not limited to, any (i) loss of profits, sales or business, (ii) business interruption, (iii) loss or corruption of data or information (iv) loss of business opportunity, goodwill and/or reputation, (v) third party claims (except in an event as set out in

clause 2.3.2 (d)) or (vi) any other special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement. Each party's aggregate liability under this Agreement shall be limited to direct damages up to an amount equal to NOK 10.000.

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## **7. TERM AND TERMINATION**

7.1 The Agreement lasts for the initial term in the Order Form and renews automatically unless either party gives 90 days' written notice prior to the end of the then-current term..

7.2 Upon termination:

- Access to the Solution will cease.
  - Confidential Information must be returned or destroyed.
  - Outstanding invoices become payable.
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## **8. PERSONAL DATA**

The processing of personal data in the Solution is set out in Lette's Data Processing Terms.

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## **9. CHANGES**

We may from time to time (i) make or offer new applications or functionality in the Solution (some of which may require the Customer to accept new terms and conditions), (ii) make updates, modifications or amendments to the Solution and Solution Materials, and (iii) discontinue applications or functionality in the Solution. We will use reasonable efforts to notify the Customer of any material changes to the Solution and/or Solution Materials.

We may modify this Agreement from time to time, in which case we will post a new version on this site and notify the Customer of the changes in the Solution. Minor changes will enter into force when notified, while material changes will enter into force at the next renewal of the Agreement. The Customer's continued use of the Solution following such renewal constitutes acceptance of the changes.

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## 10. GENERAL PROVISIONS

- We may transfer our rights and obligations under this Agreement to another company. The Customer may only transfer the Customer's right and obligations under this Agreement to another company if We give a written consent.
- We may use subcontractors to provide the Solution, including sharing information with such subcontractors to the extent necessary to fulfill Our obligations under this Agreement.
- The Customer agrees to be identified as our customer and grants us the right to use its name and logo in marketing.
- This Agreement is governed by Norwegian law, with Oslo District Court as the exclusive venue.
- Feel free to submit ideas, feedback and suggestions that might help Us improve the Solution. By sending Us suggestions, the Customer grants us a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable right to use, modify, copy, distribute and, in any other way, utilize the Customer's Suggestions.