dFox Terms of Use

01.06.2011

1. Acceptance of Terms of Use

These Terms of Use regulate the access and use of the dFox services supplied by dFox AS (Hereinafter referred to as the Service Provider). These apply to all users regardless of whether they have signed a direct subscription agreement with the Service Provider or not. By using the dFox service you accept these Terms of Use.

2. The service

The dFox service, hereinafter referred to as the Service, is all or part of the internet application available on prod.dfox.com.

3. Subscriber

A Subscriber is a legally registered organization that has entered into a subscription agreement with the Service Provider.

3.1. Subscriber Customers

A Subscriber can use the Service to create additional organizations which are termed Subscriber Customers. It is the responsibility of the Subscriber to make his Subscriber Customers aware of these Terms of Use.

4. User

Any person that logs in to the Service, whether provided with login credentials by the Service Provider or by a Subscriber, is termed a User of the Service.

4.1. User ID

Users gain access to the service with their personal login which consists of their e-mail address (User ID) and password. Each User of the Service is provided with a personal profile which defines his rights and access to data and applications in the service.

5. Personal and Subscriber information

The Service Provider will not disclose personal information or subscriber information to a third party without prior consent. However, the Service Provider reserves the right to disclose subscriber and personal information when he believes such disclosure is appropriate to comply with the law, to cooperate with an investigation of activities claimed to be unlawful, to enforce the Terms of Use, or to protect the rights or property of the Service Provider or others.

5.1. Subscriber's data

The Subscriber's data in his subscription is protected by the users' user-IDs and passwords, which the Subscriber must not disclose or transfer to others.

Data input by the Subscriber's Users or the Subscriber Customers' Users is the property of the Subscriber and he has full rights of disposition for these data.

The Service Provider may only access Subscriber's data to the extent necessary to enable him to fulfil his obligations regarding the Subscriber's subscription. The Service Provider has, notwithstanding, the right to delete data which he considers detrimental to the service, or data that is illegal by Norwegian law.

6. Performance (SLA)

6.1. Functionality

The Service Provider will continuously improve the functionality and performance of the service, and therefore reserves the right to make changes in functionality accordingly.

As new applications of the Service are introduced, they will be available to all Subscribers in accordance with current pricing.

6.2. Operation

The Service is available on a 24/7 basis except in the event of planned or unplanned maintenance and faultfinding. The former will normally be carried out between 2000 and 0800 on weekdays, or between Saturday 1600 and Monday 0800. All times are in Central European Time - CET

6.3. Backup

The Service Provider will take daily backup of the service including Subscribers' data. The backup is intended for use in the event of a serious failure of the service; serious failure in this context meaning that the Service Provider may have to carry out a partial or complete restore of the service. THE BACKUP COPY IS NOT INTENDED FOR RE-ESTABLISHING DATA DELETED BY THE SUBSCRIBER.

6.4. User support

User support is available via telephone or e-mail from the Service Provider's user support and is billed at standard rates. The contact for user support and fault correction is indicated on the dFox service web pages.

7. Cost of use

Use of the Service is subject to the current dFox price list if not otherwise specified in the Subscriber's subscription agreement.

8. Subscriber's payment obligation

The Subscriber is responsible for payment of service charges incurred by the Subscriber Users and the Subscriber Customer Users, in accordance with the subscription agreement.

9. Inter Party transactions

The Service can be used to place orders for prints, adverts etc between different Subscribers or within a Subscriber Customers network. By placing such an order the User confirms that he has made a visual check of the item ordered. Such orders are termed Inter Party Transactions

The Service Provider is not responsible for any obligations incurred by Inter Party Transactions.

10. Copyright protected material

Users are responsible for ensuring that they have legal rights to material they employ or make available to other Parties through the Service.

The Subscriber must have proof of license to fonts he wishes to make available to his Users or his Subscription Customer Users, and be able to provide such proof upon request to the Service Provider. Fonts used in the Service are PostScript™ type 1 for PC.

11. Faults or deficiencies in the service

11.1. Fault reporting

Subscribers can and should report serious faults to the Service Provider as soon as possible. Serious faults are faults that prevent the intended use of the Service

The Service Provider will remedy faults in the service as soon as possible.

11.2. User feedback

Any user can report program errors (bugs) or requests for improvement by e-mail to bugreport@dfox.com. Such reports will be handled by the Service Provider on a non-confidential basis. The Service Provider will address these reports in a timely manner, but can not guarantee personal feedback.

12. Service blocking

The Service may be blocked for use by Users of a Subscriber or Users of the Subscriber Customers if the Subscriber has violated the terms of the subscription agreement.

13. Disclaimer of Warranty

The Service is provided "as is" without warranty of any kind, either expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose, or non-infringement. Operation of the Service may not be uninterrupted or error free. References and links to products or services of independent companies may appear on the site. These references and links are provided "as is" without warranty of any kind, either expressed or implied.

14. Limitation of liability

In no event shall the Service Provider or its licensors, suppliers, or vendors, their officers, directors, employees, or agents be liable for any special, incidental, indirect, or consequential damages of any kind, or for any damages whatsoever resulting from loss of use, data, or profits, whether or not the Service Provider has been advised of the possibility of damage, arising out of or in connection with the use or performance of the Service or of failure to provide products or services that you order from the Service Provider or its affiliates, including without limitation, damages arising from mistake, omission, virus, delay, or interruption of service. In no event shall the Service Provider be liable or responsible for any damages or consequences arising from or related to the inappropriate or unauthorized use of the Service or its content.

15. Governing Law

All matters relating to the access to or use of the Service shall be governed by the laws of Norway. Any legal action or proceeding relating to or arising from the access to or use of the Service shall be instituted in the legal district of Oslo, Norway, ref. Norwegian litigation law chap.32.

(The current version of this document is available as a PDF at http://prod.dfox.com/portal/html/dfox_terms_of_use.pdf)