

CLASSIFIED ADS DATAFEED

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TERMS OF SERVICE

1. TERMS OF SERVICE

Finn.no AS (herein referred to as FINN) offers a publishing service for classified advertisements on FINN's webpages (finn.no) and mobile applications ("FINN Channels") and has in this regard developed an import module (herein referred to as Datafeed Service), which allows authorised operators/systems (herein referred to as Providers) to publish classified advertisements to FINN on behalf of their Customers.

The primary purpose of the Datafeed Service is to ensure trusted and effective operability and compatibility between Providers and FINN.

The agreement allows authorised Providers to act on behalf of their Customers for publication and subsequent amendments to advertisements and regulates the specific terms of service for the Provider's use of the Datafeed Service.

Publication of advertisements on behalf of Customers requires that the Customer has entered into a separate agreement with FINN, governing the relationship between FINN and the Customer. The Provider does not under any circumstances have the right to act as an advertising sales agent or in any other manner resell classified advertising on FINN's channels.

2. TECHNICAL SPECIFICATIONS

Data feeds from the Customer shall originate from the Provider's system, either as a scheduled routine or a user-controlled event.

To ensure data quality and access to functionality, the Provider must transfer data via the applicable technical interfaces and formatting standards in use at any time.

The Provider is responsible for ensuring compatibility between the Provider's software/system and the Datafeed Service. FINN is responsible for providing all necessary information to facilitate this process.

The Provider is obliged by the agreement to have his own Provider ID, identifying the Provider's system.

Documentation of FINN's interface in use at any time and file exchange formats can be found here: <https://hjelpesenter.finn.no/hc/no/sections/39154-Import-of-ad-data-to-FINN>.

3. CHANGES

Finn reserves the right to update the Datafeed Service, including making changes to user interfaces, formats and mandatory fields, and to amend these Terms of Service. FINN will notify the Provider prior to making any major changes.

When FINN makes changes to interfaces or file exchange formats, the Provider must – as soon as possible – define and implement all changes necessary in the Provider’s software and IT systems, to ensure compatibility and to maintain a functional service for his Customers. Such implementation to manage obligatory elements is *always* considered in this context to be necessary.

Should FINN no longer be able to receive data transfers from the Provider, e.g. due to failure to perform updates or similar by the Provider, FINN will make all efforts to give the Provider reasonable advance notice.

FINN reserves the right not to publish transferred advertisements without a Provider ID or in incorrect formats.

4. ACCESSIBILITY OF CLASSIFIED ADVERTISEMENTS

Customers’ advertisements via the Datafeed Service are published similarly to other advertisements and are made accessible in the interface used by FINN at any time for the various channels (PC, mobile device etc.). Links, cursors, framework, icons etc. for supplementary services must adhere to current standards set by FINN.

FINN can filter out any formatting code.

5. SUPPORT

The Provider is responsible for providing his Customers with satisfactory guidance, user support and first-line support for his own systems, including functionality for publishing and amending classified advertisements on FINN.no.

For communication between FINN and the Provider, the following channels have been set up:

Technical support (enquiries related to integrations, faults and technical setup):

import@finn.no

Customer service/enquiries related to invoicing, contracts etc.: ibedrift@finn.no

6. USE OF DATA STORED ON FINN’S DATABASE

Finn has the perpetual, unlimited and gratuitous right to utilise the information and data that the Provider and his Customers make available to FINN and for the information, and data that the Provider’s integration with FINN generates (the “Information”), for any purpose in connection with development, operation and marketing of current or future services provided by FINN, companies wholly or partially owned by FINN, other companies that are controlled by FINN’s parent company Vend Markedplaces AS or other companies in the Vend Group, and companies with whom FINN has agreements (“FINN’s Associates”). This right of use also includes the right to copy, store, communicate and make the Information accessible to the public. Further, FINN has the right to process and develop the Information, and FINN has the exclusive property rights to such processing or development. FINN is free to impart corresponding usage rights to the Information to any third party, which may use the Information in connection with development, operation and marketing of current or future solutions, products or services provided by FINN or FINN’s Associates.

7. DEVELOPMENT COSTS

The Provider will cover development costs and investments in his own data systems, rendered necessary by the Datafeed Service, along with necessary upgrades and maintenance.

8. BREACH OF TERMS AND DENIAL OF SERVICE

FINN reserves the right to close down the Provider's access to the Datafeed Service on giving three months' written notice.

In the event of a material breach of the Terms of Service herein, FINN has the right to block the Provider's access to the Datafeed Service immediately. The same applies if there are grounds to assume that a Provider breaches FINN's desire to be a secure and effective marketplace, and in the event of abuse, or attempted abuse of FINN's channels or services, e.g. via manipulation or misrepresentation of patterns of use or the market. This also applies if FINN has grounds to believe that a Provider is involved in unlawful practices, or if there are other special grounds to believe that further access to the Datafeed Services is unacceptable.

Circumstances indicating that a serious and censurable state of affairs exists with the Provider and where continued access to the Datafeed Service can lead to serious problems for Customers can also lead to exclusion.

An exclusion will automatically mean that the Provider will lose access to the publication of advertisements on behalf of Customers.

9. LIABILITY

Finn holds no liability for losses that arise as a result of disturbances to operations, delays, data errors, data loss, interruptions or other technical circumstances that render display of advertisements impossible, or other damage or loss that may arise in connection with the Datafeed Service.

FINN is not liable to pay compensation for any financial losses incurred by the Provider or the Customer, unless the breach is the result of gross negligence or deliberate intent. FINN's liability to pay compensation is in any case limited to direct financial losses and under all circumstances is limited upwards to NOK 20 000.

The Provider is in any case obliged to indemnify FINN for any claims that are brought against FINN from the Customer or other third parties related to the Provider's services, or because the Provider has otherwise acted in breach of these Terms of Service or applicable laws or third party rights.

10. PRICES

Finn reserves the right to invoice for an annual charge for access to the Datafeed Service. Late payment will incur interest in accordance with the Act relating to Interest on Overdue Payments, etc.

11. ASSIGNMENT AND TERMINATION

The Provider is not entitled to assign his rights and obligations granted under these Terms of Service without written consent from FINN. FINN has the right to assign rights and obligations under these terms of service to companies within the same Group.

12. DISPUTES

Norwegian law shall apply to any dispute relating to the use of FINN's channels and in the interpretation of these Terms of Service, which will be litigated exclusively at Oslo District Court in the first instance.