

Plyo Terms and Conditions

Avtalevilkår

Last updated: 28-09-2026

These Terms and Conditions set out the conditions for Plyo's delivery of the agreed services.

GENERAL TERMS AND CONDITIONS

1 General

These general terms ("the Terms"), with their appendices and one or more offer or order documents (together "the Agreement"), govern the delivery of digital services ("the Service") from Plyo AS, org. no. 914 340 373, with its registered business address at Sagveien 23C, 0459 Oslo, Norway ("Plyo"), to the company stated in the order confirmation ("the Customer"). In the event of conflict, the text of the offer from Plyo ("the Offer") takes precedence over the Terms. Particular additional services are subject to special terms that replace or apply in addition to these Terms.

The Terms also govern use by those to whom the Customer gives access to the Service, and the Customer shall make the Terms known to everyone who is given access.

If the Service is taken into use without a separate written agreement having been entered into, the Customer is deemed to have accepted the Terms and any special terms for additional services.

Where deliveries include services purchased directly from a third party, such deliveries are governed by the Customer's agreement with that third party. The same applies to services arranged through Plyo but delivered by a partner. Plyo is not responsible for the content or performance of such services delivered by third parties.

2 Description of the Service

2.1 General

Plyo delivers leading digital products and services, including a web-based platform and digital visualisation, for the sale and letting of property to, among others, property developers, property owners, estate agents and partners. Plyo shall deliver to the Customer the services stated in the Offer, as well as other services ordered after the Agreement has been entered into.

Plyo shall in all material respects deliver the Services in accordance with the requirements that follow from this Agreement, including any service level requirements where relevant for the service concerned. Plyo may change, modify and further develop the Service and its description without the Customer's specific consent, provided that such development is in line with the service's overall purpose and functional direction. Changes that have a material adverse effect on agreed core functions in the service description shall be notified to the Customer in writing within a reasonable time before they are implemented. If such changes mean that the Customer cannot reasonably continue to use the Service, the Customer may terminate the agreement

2.2 Descriptions of products and services

Licensed software products

- UnitFinder (Boligvelger)
- UnitFinder SDK

- Console (insight tool)
- Platform services (operation of the infrastructure the products run on)
- 360 show apartment (Showroom)

Production services

- 3D production for UnitFinder
- 2D production for UnitFinder
- 3D production for the 360 show apartment
- 3D production of video and still images (Visuals)
- Integrations (connecting the Customer's property system or CRM to the platform)

3 Ordering additional services

After the Agreement has been entered into, the Customer may supplement or order other services from Plyo, including the purchase of additional modules or consultancy services. An agreement for the purchase of additional services shall be entered into in writing and will describe the services wanted, the desired time of delivery and any further information requested in connection with the specific order.

4 Information

The parties shall keep each other informed of matters of importance to the contractual relationship or the specific deliveries. The Customer is responsible for ensuring that the information given to Plyo in connection with Plyo's delivery of the Services is correct and in accordance with applicable law.

5 The Customer's duty to check the delivery

The Customer agrees and undertakes to use the delivery in a lawful and ethically sound manner. The Customer shall check that deliveries used in marketing to potential buyers are not misleading or deceptive but give a correct picture of the property or properties.

Approval: Plyo completes the production after the Customer has delivered its final feedback (proofing round 2) and notifies the Customer by email that the delivery is ready, whereupon the Customer has 7 working days to test that it works in accordance with the agreement. If the Customer discovers material errors or deviations during this period, Plyo shall be notified in writing and be given the opportunity to correct the errors free of charge within a reasonable time, followed by a new test period of 7 working days. The delivery is deemed finally approved if the Customer confirms this in writing, if the test period expires without material errors having been reported (provided that the Supplier has notified the Customer that a failure to report will be deemed approval and has given a further 3 working days' deadline to report such errors), or if the Customer takes the delivery into ordinary commercial use. Minor deviations that do not prevent use give no right to refuse approval, but shall be remedied by Plyo afterwards. On approval the delivery is deemed completed.

Plyo has prepared a general privacy statement that the Customer may use on its websites, but the Customer is free to use its own privacy statement. The Customer will always be the controller and is itself responsible for its own compliance with relevant legislation, including privacy and marketing legislation, and for ensuring that the content of the privacy statement at all times covers the Customer's actual processing of personal data and any marketing measures of its own.

6 Processing of personal data

Plyo processes personal data in accordance with the legislation in force at any time. Where Plyo processes personal data on behalf of the Customer, this is governed by a separate Data Processing Agreement (DPA). It shall exist as a signed appendix to the Offer and forms an integral part of the overall Agreement.

7 Confidentiality

All non-public information relating to the Customer that Plyo becomes aware of through the Service is confidential and shall not be made available to outsiders without the Customer's consent. Non-public information means information that is not already available to the general public.

The duty of confidentiality shall not prevent Plyo from using and/or sharing experience and anonymised non-public information developed in connection with the Customer's use of the Service.

Nor does the duty of confidentiality apply if it follows from law, regulation or a decision of a public authority that Plyo is obliged to disclose such information.

The duty of confidentiality continues to apply after the agreement has ended.

8 Intellectual property rights

The Agreement involves no transfer of Intellectual Property Rights between the parties. All Intellectual Property Rights in the Services and any rights created through the performance of the Services, including new versions, further development, modifications and maintenance, shall remain Plyo's property. For rights to 3D production, the provisions of the special terms for Plyo Visuals also apply.

In this Agreement, "Intellectual Property Rights" means copyright, trademarks, distinctive marks, inventions, patents, databases, documentation, drawings, sketches, specifications and other similar material and rights, and the know-how and goodwill attached to them, as well as other rights relating to the Services.

Except as set out in these terms, the Customer may not resell the Service, or copy, decompile, recompile, publish or examine the Service's software or source code without Plyo's prior written consent. The Customer has the right to use, publish and reproduce the delivery and the individual project on its own and its partners' channels for commercial purposes during and after the agreement period, including the right to take copies or extracts of the delivery and to adapt it as needed. The restrictions in this clause apply to the Service's software and source code.

The Customer shall ensure that it has the necessary rights to all material, information and content to be used in connection with the delivery of the Service, and that the content uploaded and made available through the Service does not infringe third-party rights and is otherwise in line with the Terms, Plyo's guidelines for use, applicable law or other rules. Plyo shall be held harmless with respect to any claim or legal action brought against Plyo alleging that the use of material supplied by the Customer and/or processed by Plyo infringes a third party's intellectual property rights.

Plyo may use customer and usage data in aggregated and/or anonymised form for security purposes, to improve and develop the Services, for statistical purposes, and to offer statistics and data for, among other things, the delivery of insight data to other customers, provided that the Customer or individuals cannot be identified through such use.

9 Invoicing and payment terms

9.1 Fees

The Customer shall pay fees for the Service in accordance with the Offer. All prices are stated exclusive of VAT unless otherwise specified.

9.2 Project fee (services)

A minimum of 20 % of the project's total amount is invoiced on account at the start of the project. The remaining fee is invoiced on an ongoing basis according to progress and work performed. Invoiced project fees are not refunded.

9.3 Licences

Licences are invoiced on Approval of the delivery/product, as defined in clause 5.

Recurring licences are invoiced in advance with a minimum period of 6 months. After the minimum period the licence renews monthly on an ongoing basis and may be terminated with one (1) month's written notice, counted from the end of the calendar month in which the notice is received.

The Customer may choose 12 months' advance invoicing of the recurring licence in return for a discount of 2 months on the licence price, communicated in writing no later than the time of Approval. Amounts invoiced in advance are not refunded.

9.4 Project management on services

Project management is calculated at 12 % of the service component per order and accrues only on Services elements. It does not accrue on the licence or the activation fee per unit. It is shown as a separate line in the price list.

9.5 Hourly rate

The current standard hourly rate is NOK 1 490 excl. VAT.

9.6 Payment deadline

The invoicing terms and payment deadline are stated in the Offer. If the Offer contains no such information, the Customer shall pay within 21 days of receipt of the invoice. If the Customer does not pay within the set payment deadline, default interest accrues under the Norwegian Late Payment Interest Act (forsinkelsesrenteloven).

If the Customer does not pay an invoice within 14 working days after Plyo has given notice of non-payment, Plyo also has the right to stop all ongoing work and withhold any material produced.

The Customer is responsible for keeping contact information and invoicing details such as bank account number, EHF number and organisation number up to date and correct at all times.

10 Breach

10.1 Complaints

If there is a defect, including because the Customer does not receive, or does not have access to, the agreed Service, the Customer must notify Plyo of the matter relied on within a reasonable time, and no later than 60 days after the Customer discovered or ought to have discovered it. The complaint is deemed received when the Customer has reported the defect in writing through support.

10.2 Remedy

Plyo shall take steps to remedy defects as soon as possible after becoming aware of the defect and in line with the agreed service level. If Plyo cannot reasonably remedy the defect, the Customer may terminate the relevant part of the Service and have any prepaid, unused payments for the remaining agreement period refunded. Remedy under this clause, and a reasonable price reduction less any SLA compensation if remedy does not take place within a reasonable time, shall be the Customer's only remedies, and Plyo's only liability, in the event of a defect.

10.3 Limitation of liability

Plyo cannot be held liable for indirect loss, including operating loss, lost profit, loss of data or loss related to it, lost savings, losses of and claims from third parties, other losses resulting from disruption of operations, delay, data errors, data loss, interruptions or other technical circumstances that make use of the Service impossible or difficult, or other economic consequential loss, unless the loss is caused by wilful misconduct or gross negligence on Plyo's part.

Plyo cannot be held liable for loss resulting from the Customer being unable to send or receive data using the Service, including property data that accompanies the property, or data obtained from a third party.

The Customer's claim for damages or other compensation as a result of breach is in any event limited to the total value of the services invoiced for the last quarter (excluding value added tax).

10.4 Termination for breach

A party may terminate the agreement with 30 days' notice if there is a material breach by the other party. Payment default of more than 30 days after notice from Plyo shall always be regarded as a material breach.

11 Marketing

Plyo will send marketing communications by email or by other electronic means of communication such as telephone, SMS and social media in accordance with section 15 of the Norwegian Marketing Control Act (markedsføringsloven) for as long as the customer relationship lasts. This includes newsletters and other communications concerning content, services, offers, campaigns and events organised by Plyo.

When there is no longer an active customer relationship, Plyo will only send such marketing if Plyo has received consent to do so. The Customer may at any time, easily and free of charge, opt out of such marketing communications through the unsubscribe function included in communications (email and SMS) from Plyo, or by contacting support@plyo.com.

Plyo has the right to use the Customer's name and logo in marketing on digital channels and in marketing material for as long as the Customer purchases the Service, provided that this does not conflict with third-party intellectual property rights.

12 Assignment

The parties may not assign their rights and obligations under these Terms, in whole or in part, without written consent. Such consent may not be refused without reasonable grounds.

13 Export on change of supplier

If the Customer wishes to change the supplier of its website or a related service, Plyo shall make the Customer's website data and content available to the Customer. Standard content such as media (images, video) and text the Customer will be able to retrieve itself using the solution's editing tool (CMS). Other data (contact lists, prospective buyers, etc.) shall be made available by Plyo in a standardised format for transfer to any new service provider.

The export comprises only the Customer's own data and content. Plyo's source code, software architecture, API interfaces, integration logic or other customisations made by Plyo are Plyo's exclusive property and shall under no circumstances be handed over or copied. This also applies to solutions developed specifically for the Customer as part of the delivery.

14 Force majeure

Should an extraordinary situation arise that makes it impossible to fulfil the obligations under these Terms, and that under Norwegian law must be regarded as force majeure, the other party shall be notified of this as soon as possible. The affected party's obligations are suspended for as long as the extraordinary situation lasts. The other party's counter-performance is suspended for the same period.

In force majeure situations, the other party may only end the agreement with the affected party's consent, or if the situation lasts or is expected to last longer than 90 days, counted from the time the situation arises, and then with 15 days' notice. Each party covers its own costs relating to ending the contractual relationship. The Customer pays the agreed price for the part of the Service that had been delivered in accordance with the contract before the agreement was ended. The parties may not make other claims against each other as a result of the agreement being ended under this provision.

In connection with force majeure situations, the parties have a mutual duty to inform each other of all matters that must be assumed to be of importance to the other party. Such information shall be given as soon as possible.

15 Changes to the Terms

Plyo has a unilateral right to change these Terms. Plyo will notify the Customer of additions or changes to the Terms by email to the Customer's contact person at least 45 days before the change takes effect. If the Customer objects to the change, the Customer shall notify Plyo within 45 days after such notice has been sent. The parties shall in such a case seek to find a reasonable solution to the input the Customer may have. If the parties do not reach agreement on specific changes implemented by Plyo in its standard agreement, the Customer may terminate the Agreement by written notice to Plyo.

If the change causes the Customer additional work and/or additional costs, the Customer is entitled to a reasonable deadline to adapt its own systems and processes. Plyo may not implement the change before this deadline has expired.

The updated Terms are available at all times at plyo.com/resources/legal/privacy/agreement-and-terms-of-use.

The provision above does not apply to the specially negotiated terms set out in the Enterprise agreement.

16 Duration and termination

The duration and termination of the Services are set out in the Offer.

The notice period is counted from the first day of the month following the month in which the notice is received.

17 Ethical business conduct

Plyo sets high ethical standards. Plyo distances itself from all forms of unlawful business conduct such as corruption, tax and duty crime, anti-competitive conduct, discrimination and other acts contrary to law.

18 Cancellation

Invoicing is based on the actual time spent from the start of the project (including pre-production), capped at 100 % of the project fee.

On cancellation less than 7 days before the planned start of production, a minimum of 40 % of the relevant production cost is invoiced as a fixed fee.

Start-up / pre-production is to be regarded as a large part of the total delivery. Pre-production usually starts shortly after the agreement has been entered into and includes all planning ahead of production. This includes, but is not limited to, planning of advertising material, starting on images, site inspection and preparation of production plans.

19 The Transparency Act

Plyo and its supply chain shall conduct their business in accordance with fundamental human rights and decent working conditions. Plyo shall comply with the requirements of the Norwegian Transparency Act (åpenhetsloven) to which Plyo is subject.

20 Dispute resolution and choice of law

The Agreement is governed by Norwegian law. Any disputes shall first be sought resolved amicably through dialogue. Disputes not resolved amicably shall be settled by the ordinary courts, with Oslo District Court (Oslo tingrett) as the agreed venue.

SPECIAL TERMS OF USE FOR WEB DELIVERIES

Applies to Plyo Site, 3D Boligvelger, 2D Boligvelger and the 360 show apartment.

1 Licence and right of use

Plyo grants the Customer a non-exclusive, ongoing, non-transferable right to use the Service in accordance with these Terms from the time the offer is accepted.

The Customer grants Plyo a royalty-free, non-exclusive licence to host and use the Customer's content, visual elements and design to the extent necessary to provide the Service.

To be able to use the Service, the Customer must create a Plyo user account. The Customer is given one or more user accounts for logging in and administering the Service. The Customer warrants that the person who creates the user account on the Customer's behalf and administers the customer relationship has sufficient authority to act on behalf of the Customer with binding effect.

2 Service level and service development

Any agreed service levels are set out in the Offer and governed by an appendix to the Offer. The Service is a software solution that may contain errors. The Customer is aware that situations may arise in which the Service has errors or interruptions.

3 Ownership of content and domain

The Customer owns the data, text, layout, music, sound, photographs, video and other content the Customer uploads, posts or stores in connection with the use of the Service. The Customer is also deemed to be the owner of the domain concerned.

4 **Right to develop services**

Plyo has a perpetual, unlimited and royalty-free right to use any form of data that the Customer or others make available through the Service for the development, operation and analysis of current or future services delivered by Plyo. The right of use includes the right to anonymise, analyse, copy, store, pass on and make anonymised data available to the public. Such use shall not infringe the Customer's intellectual property rights or the duty of confidentiality in clause 7.

Plyo has the right to process and further develop the content in anonymised and/or aggregated form. Plyo shall own such adaptations or further developments. Correspondingly, the Customer has a right to process and further develop the content the Customer has made available through the Service. The Customer shall own such adaptations or further developments.

Plyo is free to grant corresponding rights of use to data to subcontractors, who may use the data in connection with the development and operation of current or future solutions, products or services delivered by Plyo. Such use shall not infringe the Customer's intellectual property rights or the duty of confidentiality, and shall not be used contrary to clause 8.

The Customer warrants and is responsible for having the right to grant Plyo such a right of use as mentioned above.

5 **The Customer's responsibility for content**

The Customer shall not use the Service in breach of applicable law, these Terms or Plyo's guidelines for use. The Customer shall notify Plyo in writing immediately on suspicion of a breach of the Terms and/or Plyo's guidelines for use.

Plyo assumes no responsibility for monitoring, checking or editing websites or content published using the Service, but may carry out investigations and reserves the right, without prior notice, to remove content that is contrary to the Terms, Plyo's guidelines for use, applicable law, or content that must otherwise be regarded as offensive, objectionable, unacceptable and/or indecent. On the same grounds Plyo may also refuse to publish, and demand the removal of, content.

6 **Temporary suspension of account/website on late payment**

For web deliveries, Plyo has the right, on payment default, to deactivate the website 30 working days after notice that payment is overdue, so that the website is temporarily made unavailable. The Customer may require the account and website to be reactivated by documenting that the outstanding amount has been paid. If an account has been deactivated or blocked for six months or more, Plyo may terminate the agreement and delete the Customer's account and stored content.