

Stavanger Barnevakt's Terms of Service

Last update: August 2018

Welcome to Stavanger Barnevakt.no. Stavanger Barnevakt.no is a marketplace platform for services performed by its users. The following terms and conditions (these "**Terms of Service**"), govern your access to and use of the Stavanger Barnevakt website, including any content, functionality and services offered on or through www.Stavanger Barnevakt.no (the "**Site**"). Please read the Terms of Service carefully before you start to use the Site. **By using the Site, opening an account or by clicking to accept or agree to the Terms of Service when this option is made available to you, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, incorporated herein by reference.** If you do not want to agree to these Terms of Service or the Privacy Policy, you must not access or use the Site. For more detailed policies surrounding the activity and usage on the Site, please access the designated articles herein. This Site is offered and available to users who are 16 years of age or older. If you are under 16 you may not use this Site or the Stavanger Barnevakt services. By using this Site, you represent and warrant that you are of legal age to form a binding contract and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

Key Terms

- **PROVIDER** are users who offer and perform services through on Stavanger Barnevakt, ie babysitters, nannies, tutors etc.
- **BUYERS** are users who purchase services on Stavanger Barnevakt, ie families.
- **AGENCY** are the company, Stavanger Barnevakt.
- **BOOKING's** are the formal agreement between a BUYER and AGENCY after a booking was made from the Booking page.
- **ORDER PAGE** is where BUYERS and PROVIDERS communicate with each other in connection with an ORDERed service
- **DISPUTES** are disagreements experienced during an ORDER between a BUYER and PROVIDER on Stavanger Barnevakt.
- **FEE** is the money BUYER pays to the AGENCY for the services.
- **REVENUE** is the money/salary PROVIDERS earn from completed ORDERS.
- **AGREEMENT** is the agreement between a BUYER and a PROVIDER
- **CHECKLIST** is the list which needs to be filled out before each new agreement
- **TIMELIST** is the list which needs to be filled out for each time the PROVIDER offer services to the BUYER if the salary is to be paid on a later point of time
- **DOCUMENT** section. Here you will find necessary documents like timelist, checklist etc
- **VIPPS** is the preferred payment method between the BUYER and the PROVIDER

Overview (Main terms, in a nutshell)

- Only registered users may buy and sell on Stavanger Barnevakt. Registration is free.
- Services on Stavanger Barnevakt may be offered at a base starting price of NOK245/month.
- BUYERS pay Stavanger Barnevakt in advance to create an ORDER.
- ORDERS are booked through the communication with a PROVIDER.
- Stavanger Barnevakt collects monthly fees from BUYERS to run the platform
- PROVIDERS must fulfill their ORDERS, and may not cancel ORDERS on a regular basis or without cause. Cancelling ORDERS will affect PROVIDERS' reputation and status.
- Users may not offer or accept ORDER's using any method other than placing a BOOKING through Stavanger Barnevakt.no.

- PROVIDER's have the responsibility to check that the BUYER's have paid their membership prior an ORDER is approved.
- Stavanger Barnevakt retains the right to use all published delivered works for Stavanger Barnevakt marketing and promotion purposes.
- We care about your privacy. The Privacy Policy is a part of these Terms of Service and incorporated herein by reference.

PROVIDERS

Basics

- PROVIDERs create services on Stavanger Barnevakt to allow BUYERs to purchase their services.
- Each ORDER you sell and successfully complete, needs to be agreed upon how to fulfill payment between the BUYER and the PROVIDER upfront using the CHECKLIST found in DOCUMENT section
- Stavanger Barnevakt accredits PROVIDERs once an ORDER is confirmed by the BUYER or seven days after being marked complete
- If an ORDER is cancelled (for any reason), the funds reserved will be freed to the BUYER.
- REVENUEs are withdrawn the 1th of the following month.
- The PROVIDER's rating is calculated based on the ORDER reviews posted by BUYERs. It is important that every fulfilled ORDERS and AGREEMENTS is rated by the BUYER.
- For security concerns, Stavanger Barnevakt may temporarily or permanently disable a PROVIDER's account if. This may come as a result of security issues, improper behavior reported by BUYERs, or if ORDER is made with PROVIDER's which don't have fulfilled their payment to the AGENCY.

Services

- Approved PROVIDERs are allowed to post services
- Services created on Stavanger Barnevakt are User Generated Content.
- User Generated Content ("UGC") refers to the content added by users as opposed to content created by the Site. All content uploaded to Stavanger Barnevakt by our users (BUYERs and PROVIDER) is User Generated Content. Stavanger Barnevakt does not check user uploaded/created content for appropriateness, violations of copyright, trademarks, other rights or violations. We invite everyone to report violations together with proof of ownership as appropriate. Reported violating content may be removed or disabled.
- Services may be removed by Stavanger Barnevakt for violations to these Terms of Service, which may include (but are not limited to) the following violations and/or materials:
 - Illegal or Fraudulent services
 - Copyright Infringement, Trademark Infringement, and violation of a third party's terms of service reported through our Intellectual Property Claims Policy found here
 - Adult oriented services, Pornographic, Inappropriate/Obscene
 - Intentional copies of Services
 - Spam, Nonsense, or Violent Services
 - Services misleading to BUYERs
 - Reselling of regulated goods
 - Services that extend beyond 30 days of service duration
- Services that are removed for violations mentioned above, may result in the suspension of the PROVIDER's account.
- Services that are removed for violations are not eligible to be restored or edited.
- Services may be removed from our Search feature due to poor performance and/or user misconduct.

- Services may not include website URLs contained within the service description. Services containing websites promoting content, which violates Stavanger Barnevakt's Terms of Service, will be removed.
- Services are required to have an appropriate service image related to the service offered. An option to upload two additional service images are available to all PROVIDERS.
- Services may contain an approved service Video uploaded through the service management tools available on Stavanger Barnevakt.
- Statements on the service Page that undermine or circumvent these Terms of Service is prohibited.
- Eligible Services and PROVIDERs may price their Services at a base price beyond NOK 50.
- Eligible Services in select Categories may set up service Packages to offer their services in structured formats with multiple price points for the selected service.
- Furthermore, Stavanger Barnevakt is not responsible for the content, quality or the level of service provided by the Sellers. We provide no warranty with respect to the Services, their delivery, and any communications between BUYERs and sellers. We encourage users to take advantage of our rating system, our community and common sense in choosing appropriate service offers. If a BUYER want to switch to another PROVIDER for any reason, this can easily be done. It is though important that the BUYER states why in the rating system to help other BUYERS choose the right PROVIDER.

Service Extras

- Service Extras are additional services offered on top of the PROVIDER's service for an additional price defined by the PROVIDER.
- Services offered through service Extras must be related to the base service and part of the deliverables on the ORDER.
- Service Extras may cover different categories of services that are components to a higher quality delivered service.

Stripe services agreement acceptance required

Stavanger Barnevakt uses PayPal and Stripe services for FEEs management with BUYERs.

Payment processing services for BUYERs on STAVANGER BARNEVAKT PLATFORM are provided by PayPal and Stripe and are subject to their Agreements and Services. To Use or continuing to operate as a BUYER on STAVANGER BARNEVAKT PLATFORM, you agree to be bound by their Agreement, as the same may be modified by PayPal and Stripe from time to time. As a condition of STAVANGER BARNEVAKT PLATFORM enabling payment processing services through PayPal and Stripe, you agree to provide STAVANGER BARNEVAKT PLATFORM accurate and complete information about you and yourself to STAVANGER BARNEVAKT PLATFORM to share it and transaction information related to your use of the payment processing services provided by PayPal and Stripe.

Salery from BUYERs to PROVIDERS

Basics

- VIPPS shall be used to pay the salery to the PROVIDER after each fulfilled ORDERs. If other payment methods is to be used, this needs to be agreed upon upfront.
- It needs to be agreed upon when and how the salery will be paid using the Checklist
- The Checklist needs to be filled out between the BUYER and the PROVIDER upfront
- Stavanger Barnevakt has no responsibility for paying the private taxes and reporting to the authorities

- The AGENCY guarantee to pay the salary to the PROVIDER if the BUYER don't do so. If the CHECKLIST and TIMELIST is not filled out, there is however no such guarantee.

Purchasing

- BUYERs pay Stavanger Barnevakt to create an ORDER from a PROVIDER's service page or Custom Offer, using the ORDER Now button.
- Services may be purchased using Visa, MasterCard, American Express, Credit-, Debit cards through PayPal and Stripe
- Members fees are added at the time of purchase where a BUYER can review and accept the total amount requested to pay. These fees cover payment processing and administrative fees running the platform.
- To protect against fraud, unauthorized transactions (such as money laundering), claims or other liabilities, we do not collect credit information; but allow our payment vendors to collect information for the purpose of collecting payments from BUYERs on the Site or transferring payments to PROVIDERs on the Site. We are not exposed to the payment information provided to our payment vendors, and this information is subject to the privacy policy applicable to the payment vendor.

ORDERS

Basics

- Once payment is confirmed, you will get an email from the AGENCY telling you that your account is ready to perform an ORDER. Your account will also get marked with the appropriate membership-level you have bought.
- A service is marked as complete after the ORDER is marked as Delivered and then rated by a BUYER. An ORDER will be automatically marked as complete if not rated and no request for modification was submitted within 7 days after marked as Delivered.
- We encourage our BUYERs and PROVIDERs to try and settle conflicts amongst themselves. If for any reason this fails, users can contact Stavanger Barnevakt's Customer Support department for assistance.

Handling ORDERS

- When a BUYER ORDERS a service, the PROVIDER is notified by a message.
- A PROVIDER may cancel an ORDER without the BUYER's consent at any given moment (Force Cancellation). However, this will have a negative effect on the PROVIDER's status.
- A BUYER may cancel an ORDER without the BUYER's consent at any given moment. However, this will have a negative effect on the BUYER's status.

Reviews

- Feedback reviews provided by BUYERs while completing an ORDER are an essential part of Stavanger Barnevakt's rating system. Reviews demonstrate the BUYER's overall experience with the PROVIDERs and their service. BUYERs are encouraged to communicate to the PROVIDER any concerns experienced during their active ORDER in regards to the service provided by the PROVIDER.
- Leaving a BUYER's feedback is a basic prerogative of a BUYER. Feedback reviews will not be removed unless there are clear violations to our Terms of Service.
- To prevent any misuse of our Feedback system, all feedback reviews must come from legitimate sales executed exclusively through the Stavanger Barnevakt platform from users within our Community. Purchases arranged, determined to artificially enhance PROVIDER ratings, or to

abuse the Stavanger Barnevakt platform with purchases from additional accounts, will result in a permanent suspension of all related accounts.

- Feedback comments given by BUYERs are publicly displayed on a PROVIDER's service page. BUYERs have the option not to include a comment, but still rate the service. Cancellation of an ORDER does not remove feedback unless mutually agreed.

DISPUTES and Cancellations

We encourage our BUYERs and PROVIDERs to try and settle conflicts amongst themselves. If for any reason this fails, users can contact Stavanger Barnevakt's Customer Support department for assistance.

Basics

- ORDER cancellations can be performed on Stavanger Barnevakt, when eligible.
- In the event that a BUYER or PROVIDER encounters an issue related to the service provided in an ORDER, you are encouraged to attempt to resolve the matter.

ORDER Cancellations

- Stavanger Barnevakt encourages BUYERs and PROVIDERs to resolve service DISPUTES mutually.
- Eligibility for requests to Stavanger Barnevakt to cancel an ORDER will be assessed by our Customer Support team based on a number of factors, including violations to our Terms of Service, general misconduct, and improper usage of the Stavanger Barnevakt delivery system.
- Completed ORDERS may be cancelled, upon review of our Customer Support team, up to 3 days before the agreed upon time. If the cancellation is done less than 3 days prior meeting-time, this will get reflected in the BUYERs account.
- Any non-permitted usage of Stavanger Barnevakt encountered during an ORDER, after being reviewed by our Customer Support team, may result in the ORDER being cancelled. This includes, but not limited to; harassment, unlawful behavior, or other violations to Stavanger Barnevakt's Terms of Service.
- Stavanger Barnevakt Customer Support will cancel ORDERS based on, but not limited to, the following reasons:
 - **Active ORDERS** (after the BUYER submits their requirements and before the PROVIDER delivers on Stavanger Barnevakt)
 - The PROVIDER is late and unresponsive.
 - Users are abusive towards the other party
 - The user is no longer an active Stavanger Barnevakt user due to Terms of Service violations or closure of their account.
 - **Pending ORDERS** (after the ORDER is presumed delivered)
 - No show by the PROVIDER and the BUYER reports this to the Stavanger Barnevakt Customer Support. This will get reflected on the PROVIDERs account

User Conduct And Protection

Stavanger Barnevakt enables people around Stavanger to share, sell and purchase services they need at an unbeatable value. Services offered on Stavanger Barnevakt reflect the diversity of an expanding service economy. Members of the Stavanger Barnevakt community communicate and engage through ORDERS, social media, and on Stavanger Barnevakt's Community Forums.

Stavanger Barnevakt maintains a friendly, community spirited, and professional environment. Users should keep to that spirit while participating in any activity or extensions of Stavanger Barnevakt. This section relates to the expected conduct users should adhere to while interacting with each other on Stavanger Barnevakt.

To report a violation of our Terms of Service, User Misconduct, or inquiries regarding your account, please contact our Customer Support team.

Basics

- To protect our users' privacy, user identities are kept anonymous. Requesting or providing Email addresses, Skype/IM usernames, telephone numbers or any other personal contact details to communicate outside of Stavanger Barnevakt in ORDER to circumvent or abuse the Stavanger Barnevakt messaging system or Stavanger Barnevakt platform is not permitted.
- Any necessary exchange of personal information required to continue a service may be exchanged within the ORDER PAGE.
- Stavanger Barnevakt does not provide protection for users who interact outside of the Stavanger Barnevakt platform.
- All information exchanges must be performed exclusively on Stavanger Barnevakt's platform.
- Rude, abusive, improper language, or violent messages sent to users will not be tolerated and may result in an account warning or the suspension/removal of your account.
- The Stavanger Barnevakt marketplace is open to everyone. Discrimination against a community member based on gender, race, age, religious affiliation, sexual preference or otherwise is not acceptable and may result in the suspension/removal of your account.

ORDERS

- Users with the intention to defame competing PROVIDERS by ORDERing from competing services will have their reviews removed or further account status related actions determined by review by our Trust & Safety team.
- Users are to refrain from spamming or soliciting previous BUYERS or PROVIDERS to pursue removing/modifying reviews or cancelling ORDERS that do not align on ORDER Cancellation or Feedback policies.

Services

- Users may report Services to Customer Support that may be in violation of Stavanger Barnevakt's Terms of Service.

Reporting Violations

If you come across any content/services that may violate our Terms of Service, you should report it to us through the appropriate channels created to handle those issues as outlined in our Terms of Service. All cases are reviewed by our Trust & Safety team. To protect individual privacy, the results of the investigation are not shared.

Violations

Users may receive a warning to their account for violations of our Terms of Service or any user misconduct reported to our Trust and Safety team. A warning will be sent to the user's email address and will be displayed for such user on the Site. Warnings do not limit account activity, but can lead to your account losing PROVIDER statuses or becoming permanently disabled based on the severity of the violation.

Non-Permitted Usage

Adult Services & Pornography - Stavanger Barnevakt does not allow any exchange of adult oriented or pornographic materials and services.

Inappropriate Behavior & Language - Communication on Stavanger Barnevakt should be friendly, constructive, and professional. Stavanger Barnevakt condemns bullying, harassment, and hate speech towards others. We allow users a medium for which messages are exchanged between individuals, a system to rate ORDERS, and to engage on larger platforms such as our Community Forum and Social Media pages.

Phishing and Spam - Stavanger Barnevakt takes the matter its members' security seriously. Any attempts to publish or send malicious content with the intent to compromise another member's account or computer environment is strictly prohibited. Please respect our members privacy by not contacting them for commercial purposes without their consent.

Privacy & Identity - You may not publish or post other people's private and confidential information. Any exchange of personal information required for the completion of a service must be provided in the ORDER PAGE. PROVIDERS further confirm that whatever information they receive from the BUYER, which is not public domain, shall not be used for any purpose whatsoever other than for the delivery of the work to the BUYER. Any users who engage and communicate off of Stavanger Barnevakt will not be protected by our Terms of Service.

Fraud / Unlawful Use - You may not use Stavanger Barnevakt for any unlawful purposes or to conduct illegal activities.

Abuse and Spam

Multiple Accounts - To prevent fraud and abuse, users are limited to one active account. Any additional account determined to be created to circumvent guidelines, promote competitive advantages, or mislead the Stavanger Barnevakt community will be disabled. Mass account creation may result in disabling of all related accounts. Note: any violations to Stavanger Barnevakt's Terms of Service is cause for permanent suspension of all accounts.

Targeted Abuse - We do not tolerate users who engage in targeted abuse or harassment towards other users on Stavanger Barnevakt. This includes creating new multiple accounts to harass members through our message or ORDERing system.

Selling Accounts - You may not buy or sell Stavanger Barnevakt accounts.

General Terms

- Stavanger Barnevakt reserves the right to put any account on hold or permanently disable accounts due to breach of these terms of service or due to any illegal or inappropriate use of the Site or services.
- Violation of Stavanger Barnevakt's Terms of Service may get your account disabled permanently.
- Users with disabled accounts will not be able to sell or buy on Stavanger Barnevakt.
- Users who have violated our Terms of Service and had their account disabled may contact our Customer Support team for more information surrounding the violation and status of the account.
- Users must be able to verify their account ownership through Customer Support by providing materials that prove ownership of that account.
- Stavanger Barnevakt may make changes to its Terms of Service from time to time. When these changes are made, Stavanger Barnevakt will make a new copy of the terms of service available on this page.
- You understand and agree that if you use Stavanger Barnevakt after the date on which the Terms of Service have changed, Stavanger Barnevakt will treat your use as acceptance of the updated Terms of Service.
- Stavanger Barnevakt reserves the right to make adjustments to the rating of a SERVICE, BUYER or PROVIDER due to breach of these Terms of Service or due to any illegal or inappropriate use of the site or services.

User Generated Content

User Generated Content ("UGC") refers to the content added by users as opposed to content created by the Site. All content uploaded to Stavanger Barnevakt by our users (BUYERs and PROVIDERs) is User Generated Content. Stavanger Barnevakt does not check user uploaded/created content for appropriateness, violations of copyright, trademarks, other rights or violations. We invite everyone to report violations together with proof of ownership as appropriate. Reported violating content may be removed or disabled.

Furthermore, Stavanger Barnevakt is not responsible for the content, quality or the level of service provided by the PROVIDERs. We provide no warranty with respect to the Services, their delivery, and any communications between BUYERs and PROVIDERs. We encourage users to take advantage of our rating system, our community and common sense in choosing appropriate Services® service offers.

By offering a service, the PROVIDER undertakes that he/she has sufficient permissions, rights and/or licenses to provide, sell or resell the service is offered on Stavanger Barnevakt. PROVIDERs advertising their service online must comply with laws and terms of service of the advertising platform or relevant website used to advertise. Failing to do so may result in removal of the service and may lead to the suspension of PROVIDER's account.

Data Protection Policy

Your personal data is very important to us, and if you intend to use Stavanger Barnevakt as a member (or visitor), please review [Stavanger Barnevakt's Data Protection Policy](#) document that outlines our data protection policies in line with the European General Data Protection Regulation (GDPR).

User Authentication Powered by city.live

Stavanger Barnevakt uses city.live user authentication as a 3rd party service provider. By using Stavanger Barnevakt as a registered member you also agree to a membership in [city.live](#) and you agree to their [Terms of Use](#).

Disclaimer of Warranties

YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER Stavanger Barnevakt NOR ANY PERSON ASSOCIATED WITH Stavanger Barnevakt MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL Stavanger Barnevakt, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, THE APP, ANY

WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.