

Terms and Conditions

1. Introduction

BeCause ApS CVR-nr 39745267 (“BeCause”), is very happy that you want to use our service (the “Service”). By using our Service, you will be part of changing the world! However, before using the Service, you must accept our Terms and Conditions (the “Terms”) below.

If you have any questions, do not hesitate to contact us at hello@because.eco.

2. Definitions

The following terms shall have the meaning ascribed to them below.

“*Company*” means a Customer or a Provider.

“*Customer*” means a Licensee Customer or a Free Tier Customer (as applicable).

“*Free Tier Customer*” means an organization that chooses to benefit from any BeCause offer available from time to time to freely enter into and access certain sustainability data in the Service.

“*Licensee Customer*” means an organization that has entered into a separate Service Agreement with BeCause providing additional and enhanced access to the Service.

“*Data*” means all texts, statistics, graphics, pictures, and all other information that a User or a Company upload or publishes via the Service for the purpose of sharing it with other user/s of the Service.

“*Provider*” means an organization that enters sustainability data into in the Service.

“*Publisher*” means any publisher or owner of guidelines, frameworks or standards that may be made available via the Service.

“*Service*” means the digital platform made available by BeCause from time to time for access, management, visualization, evaluation, comparison, registration, and analysis of sustainability Data, which you can enter into and access via the Site. The Service includes access to features, functionality, design elements, graphics, pictures, texts, statistics, guidelines, frameworks, standards and any other material or information.

“*Service Agreement*” means the license between the Licensee Customer and BeCause including any appendices. It regulates the access to the Service for any Customer Users, any fees, and other commercial and legal terms between the Licensee Customer and BeCause.

“*Site*” means the domain and subdomains of www.because.eco.

“*User*” means you, a natural person who is reading this document. As a User you can fall under one or several of the following categories:

“*Customer User*” if you are designated as a User of the Service on behalf of a License Customer;

“*Free Tier User*” if you are accessing the Service on behalf of a Free Tier Company;

“*Provider User*” if you are accessing the Service on behalf of a Provider; or

“*Consumer User*” if you are accessing the Service as a consumer.

“*User Account*” means any individual User’s account for accessing the Service.

3. Who is accepting these Terms?

If you are a Customer User, a Free Tier User, or a Provider User, you are accepting these Terms on behalf of the Company you are representing. In such case, you represent and warrant that you have legal authority to do so. In these cases, “you” should be interpreted to include reference to the Company you represent, where relevant.

Whereas the relationship between BeCause and the Licensee Customer is regulated in the Service Agreement, each Customer User shall accept these Terms prior to accessing the Service. If there are any discrepancies between these Terms and the Service Agreement, the Service Agreement shall prevail.

If you are a Consumer User, you are entering these Terms only on behalf of yourself, the natural person. If you are a Consumer User you may have additional rights and remedies other than set out in these Terms in accordance with applicable mandatory consumer laws.

4. The Scope of the Service

The Service is a digital platform, available via the Site, where you can enter, manage, visualize, evaluate, compare, record, and analyze your own and/or other’ Companies’ sustainability Data.

You will have different access rights to the Service depending on which type of User you are. If you are a Customer User your access rights will also depend on which type of subscription plan or other commercial terms that the Licensee Customer you are representing have chosen, as set out in the Service Agreement.

5. The User Accounts

You are responsible for keeping your login information and password secure and for keeping your login information updated and complete. You are not allowed to share your login information or let unauthorized users access the Service. You will promptly terminate any unauthorized use of which you become aware and promptly notify BeCause if you become aware of any unauthorized use.

Each Company can manage the User Accounts of their Users from an administrator account.

You and the Company you represent are jointly responsible for the activities conducted through your User Account.

6. Prohibited use of the Service

We strive to provide you with a great Service, in return we ask that you play nice. This includes that:

1. You may not use the Service to do, upload, or share anything:
 - o that breaches these Terms, applicable laws, or could otherwise give rise to criminal or civil liability,
 - o that you believe could be to be misleading or fraudulent; or
 - o that infringes or breaches someone else's rights, including their intellectual property rights.
2. You may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of the Service or any Content.
3. You may not access or collect Data from our Services using automated means (without our prior written permission) or attempt to access Data you do not have permission to access. You should only access Data in the ways provided by the Service.

BeCause assumes no responsibility for you or other Users' posting or transmitting of prohibited Data. BeCause will cooperate with authorities and comply to court orderings requesting or directing BeCause to disclose the identity of anyone posting prohibited Data.

7. Data

You warrant that you represent the owner or license holder of any Data you provide in the Service, as well as that the Data you provide does not infringe on any third-party rights or violates any applicable laws.

The Service makes the uploaded Data available to us at BeCause and to the Company that you represent. The BeCause mission is to increase transparency within sustainability, and several of our functions relates to sharing Data with other companies. Therefore, in certain cases, the Data you share might also be shared with other Users of the Service. Before sharing your Data, you will know if it is being shared with only your company or if other Users also will be able to access the Data. Regardless of which other Users you are sharing the Data with, BeCause reserves the right to use your name to indicate that you are a User of the Service.

The Service contains Data uploaded also by other Users. This means the following:

- You hold no right and make no warranties in relation to any other data than the Data that you have uploaded.
- You may not use Data you have not yourself uploaded in any other way than as technically enabled as part of the intended use of the Service.
- You may not outside the intended use of the Service, without prior written consent of the relevant data owner, use, sell, copy, modify, sublicense, or distribute any Data made available to you through the Service, except the Data that you have uploaded.

BeCause neither warrants nor represents that the Data, or the use thereof, does not infringe rights of third parties.

By accepting these Terms, you grant BeCause and where applicable the receiving User, a non-exclusive, global, perpetual, and irrevocable right to use, modify, distribute, sublicense, publish and process all Data submitted by you for the purpose of providing the Service to BeCause's users. The aforementioned right shall include a right for BeCause to use all Data, including where applicable, Personal Data, in an aggregated and unidentifiable manner, for analyses and internal purposes, and for improving and developing the Service.

You shall, at your expense, defend, indemnify, and hold BeCause harmless against any and all losses arising out of or in connection with any claim that BeCause's use or possession of the Data in accordance with these Terms infringes any intellectual property rights of any third parties or violates any applicable laws or have been uploaded in violation of these Terms.

8. Personal Data

Free Tier Customers, Licensee Customer and Providers are the personal data controller under GDPR for any personal data which have been entered into the Service by their Users.

Your own rights in relation to your own personal data is regulated via the [Privacy Policy](#) which forms part of these Terms.

9. Intellectual property rights

BeCause, or its license providers such as the Publisher, hold all intellectual property rights and other rights attributable to the Service, its content, and any ancillary services, excluding the Data. For the avoidance of doubt, this includes but is not limited to copyright, trademarks, know-how, design, or other intellectual property rights in relation to the Service or any of the data shared through the Service. You are granted a limited, non-exclusive, and non-transferable right to use the Service only in accordance with these Terms. No intellectual property rights are transferred through these Terms. You may not without our prior written consent in any other way than what is expressly permitted in these Terms, use, sell, copy, modify, sublicense, or distribute any part of the Service or any intellectual property rights related thereto, or any of the Service content or other customers data made available to you through the Service. You may not decompile or disassemble the Service or by any other means recreate the Service's source code, except for what is permitted under mandatory law. Notwithstanding the foregoing, you have the right to use your own Data in the same format as you have entered into the Service.

For Free Tier Customers or Providers, BeCause reserves the right to use the Company's trademarks and other characteristics to promote the Service. This shall, for example, include the right to refer to the Company as a customer of BeCause at BeCause's website.

10. Third-party sites

BeCause is not responsible for the content of any third-party site linked to from the Service. You are advised to review any terms and privacy policies of such third-party sites before using them.

11. Limitation of liability

The Service is provided "as is", without warranties of any kind, either expressed or implied, including, but not limited to, implied warranties of merchantability, its fitness for a particular purpose, or non-infringement. BeCause's liability for breach of these Terms is limited to direct damages and to a maximum amount of 50 000 DKK for all claims. BeCause shall not be liable for any indirect damages arising out of the User's or Company's use of the Service to the extent permitted by applicable law. BeCause shall also not be responsible or liable for any failure of the Service due to unforeseen circumstances or causes beyond its reasonable control. You have no other right to damages or other compensation, unless BeCause has acted willfully or grossly negligent.

12. Breach of the Terms

If the Service is used in violation with these Terms, applicable law, or if the use constitutes a risk of harming or adversely impact BeCause's Service or any third party or BeCause's goodwill, trademarks, or reputation in general, BeCause reserves the right to delete, restrict or block any Data related to the breach and to limit your access to the Service and/or suspend and/or terminate your account. In the event of such limitation of your access or termination of your account. Free Tier Customer, Consumer Users and Providers agree to compensate BeCause with respect to all direct liability, losses, damages, costs, or expenses caused, arising out of, or in connection with the Company's or its designated Users' I) negligence, II) breach of these Terms, or III) misuse of the Service. Customer User's liability is governed by the provisions in the Service Agreement.

13. Changes to the Terms

BeCause may at any time revise these Terms by publishing the new Terms on the Site and informing you through your submitted contact information whereas such changes shall be in force earliest with 30 days from the publication thereof. Your continued use of the Service thereafter will constitute acceptance of such updated terms. If you do not accept the changes to the Terms you may terminate your use of the Service in accordance with Section 14.

14. Termination of the Service

These Terms shall take effect immediately upon your acceptance of the Terms and remain in effect until the earlier of your discontinued access to and use of the Service or BeCause's termination of the Service or any part thereof or BeCause's termination of the Terms as set out below. You may terminate the Terms and your use of the Service by

contacting BeCause through support@because.eco. Termination will take effect seven (7) days after your email. Termination will not affect the rights provided in Section 7. Unless you are a Customer User, BeCause may terminate the Service or the Terms by giving you thirty (30) days prior written notice by posting on the Site or contacting you through your submitted contact information. BeCause will allow you to retrieve a copy of relevant Data from the Service during a period of thirty (30) days following the effective date of termination of the Terms and BeCause reserves the right to delete any and all Data thereafter.

15. Governing law and dispute resolution

The Service, Service Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Danish Law. Each party irrevocably agrees that the city court of Copenhagen in the first instance shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Service, Service Agreement or its subject matter or formation (including non-contractual disputes or claims).

Agreement version: July 13, 2022