

# Terms of Use

## Inclusive the Customer and User Agreements

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These Terms of Use are only available in the English language.

## Article I. General

These are the Terms of Use which includes the Customer Agreement and User Agreement.

### Section 1.01 The Parties

EnableSus ApS (also referred to as “EnableSus”, “we”, “us” or “our”), a company registered in the Kingdom of Denmark (reg. no. 41936967, with a physical address at Dantes Plads 1, st. th., 1556 Copenhagen, Denmark), provides Services (the “Services”) to the Customer of EnableSus (the “Customer”) or the User of EnableSus Services (the “User”), as the case may be. These Terms of Use (the “Terms of Use”) govern and apply to the entire relationship between EnableSus and the Customer or between EnableSus and the User, as the case may be.

### Section 1.02 Customer Agreement

In the case of the relationship between EnableSus and the Customer, the Customer agrees to these Terms of Use and the Data Policy (the “Customer Agreement”) when a legally authorised representative of the Customer who is a User, having the legal right to act on the Customers behalf, has created or claimed an organisation profile and thus has authorised the Customer to use a selected set of Services.

### Section 1.03 User Agreement

In the case of the relationship between EnableSus and the User, the User representing themselves or an organisation, by using the Services automatically agrees to these Terms of Use and the Data Policy (the “User Agreement”) the moment when the User accesses uses the Services of EnableSus.

### Section 1.04 Validity

These Terms of Use, inclusive the Customer Agreement and User Agreement, as the case may be, are valid from the date indicated in this document and will in all respects replace and supersede any previously agreed terms and conditions between EnableSus and the Customer or the User, as the case may be. For the absence of doubt, it is the responsibility of the Customer or the User to keep themselves up to date on these Terms of Use. The valid version of these Terms of Use is made publicly available at all times through the Services.

### Section 1.05 Definitions

This section lists the definition of certain words used in these Terms of Use and is not all inclusive.

“Collaboration Partner” means the legal entity, who are not legal entities providing Third Party Controlled Services, who have entered into an agreement with EnableSus to enhance the Services of EnableSus, enhance the Collaboration Partner Controlled Services, advertisement, and/or the sale of the Services of EnableSus and/or Collaboration Partner Controlled Services.

“Collaboration Partner Controlled Services” are the services controlled by a Collaboration Partner and not controlled by EnableSus, which may include the integration of the Services of EnableSus.

“Customer” means on Organisation who has selected to use particular set of Services provided by EnableSus, and if it is a paid subscription (e.g. not free of charge) also assumed payment responsibility for the Services.

“Customer Agreement” means the agreement between EnableSus and the Customer and is defined in these Terms of Use.

“Organisation” means an entity who is legally registered to trade in one or more jurisdictions or is a government body within a jurisdiction.

“Organisation Information” means information about an organisation which is defined in the Data Policy.

“User” means the natural person who is at least 18 years of age, or if under 18 years of age has permission from a legal guardian, to use or access the Services.

“User Agreement” means the agreement between EnableSus and the User and is defined in these Terms of Use.

“Services” means the services, in whole or in part, that include but are not limited to the domain enablesus.com, all subdomains, and all other online services, weather software related for not, directly operated or provided by EnableSus ApS, and this may or may not include Third Party Controlled Services or Collaboration Partner Controlled Services.

“TSS Badge” means the Transparency in Sustainability Status Badge which is trademarked by EnableSus and is applied to different parts of the Services.

“Third Party Controlled Services” means one or more services provided by a third-party legal entity which are integrated into the Services for the purpose of ensuring the full functionality of one or more aspects of the Services and are defined in Data Policy.

## Article II. The Customer Agreement

### Section 2.01 The Customer Agreement

- a) The Customer Agreement is entered into when the Customer (and the Customer’s representative User) agrees online to these Terms of Use and Data Policy, selected a particular set of Services and if required for the selected Services makes payment to EnableSus.
- b) The Customer shall be aware that EnableSus may at any time implement new versions and upgrades of the Services and/or the Terms of Use and/or Data Policy.
- c) The Services and their features provided under this Customer Agreement are described on enablesus.com and subdomains, and are specifically related to the particular set of Services description that the Customer has selected.
- d) The Services will be made available to the Customer only after entering into the Customer Agreement and only for a period of time specifically detailed in the particular set of Services description that the Customer has selected as described on enablesus.com and subdomains, or a period of time which is mutually agreed to in writing by both EnableSus and the Customer. The Customer may terminate the Customer Agreement and use of Services at any time by notifying EnableSus at [support@enablesus.com](mailto:support@enablesus.com).
- e) This Customer Agreement is not valid in the case where the Customer has selected a particular set of Services which requires payment, and the said payment is not made in full, or is not

cleared through the Third Party Controlled Services payment system to the bank account of Enablesus.

- f) Payment in full of the Services can be made and cleared through the Third Party Controlled Services payment system or via wire transfer if requested by the Customer. The cost of Services is quoted without value added tax (VAT), VAT will be applied for Customers with residence in Denmark, for Customers with residence outside Denmark but within the European Union the Customer is responsible for the payment of VAT on a reverse charge basis, for Customers with residence outside the European Union the Customer is responsible for the payment of VAT if applicable in their own country of residency.
- g) The Customer agrees that payment obligations of the Customer for selected Services are non-cancellable, and fees paid to Enablesus are non-refundable, including in the case of suspension of services, and Enablesus may take any action for collection of any payment obligation of the Customer in any court with competent jurisdiction.
- h) Enablesus will take commercially reasonable efforts to make the particular set of Services selected by the Customer available over the internet on 24 hours a day, 7 days a week, basis but cannot guarantee that the Services will be uninterrupted or error free. Measures that may affect the aforementioned accessibility are scheduled maintenance (which are expected to happen outside of normal business hours in Denmark on weekdays between 16:00 – 08:00 CET, and on weekends between 0:00 and 23:00 CET), unscheduled emergency maintenance, and any other disruptions caused beyond Enablesus's reasonable control including but not limited to the Customer's access to the Internet.
- i) The Customer agrees that information provided by the Customer and placed in the Services, to include but is not limited to the text, files, and/or external information which is hyperlinked:
  - i. Does not represent any organisation other than the Customer's organisation, or a fake organisation, or
  - ii. Does not contain any information which the Customer does not have the right or license to disclose publicly or bilaterally, including trademarks and intellectual property and personal information, or
  - iii. Does not contain spam or any commercial or non-commercial scams, or
  - iv. Does not contain any information of any persons under the age of 18 years old, or
  - v. Does not contain information of a sexual nature, or
  - vi. Does not contain hateful, unwanted advances, harassing, bullying, and threatening information, including but not limited to incitement or promotion of violence, terrorist content, or promotion of terrorism, or
  - vii. Does not contain any untrue statement of a material fact, or
  - viii. Omits to state any material fact required to be stated therein or necessary in order to make any statement not misleading,
  - ix. Does not contain information which constitutes unfair commercial practices defined in the Danish Marketing Practices Act and the Danish Trademark Act, and any similar legislation in the Customer's jurisdiction of registration and jurisdictions of trade.
- j) The Customer is notified that Enablesus does block the Services in certain jurisdictions (e.g. countries), and this block functions based on IP addresses originating within these certain

jurisdictions. For the absence of doubt Enablesus does not intend to provide the Services in these certain jurisdictions, and the Customer accepts this condition when entering into the Customer Agreement. The countries where Enablesus is blocked can be found in Data Policy.

- k) The Customer agrees to keep confidential and is consequently liable for the use and security of access codes, passwords, and API codes that Enablesus may send to access the Services. Enablesus reserves the right to suspend Customer access to the Services in the event of fraudulent use or attempts at fraudulent use of said access.
- l) The Customer, and any of the Customer's assigned Users, agrees to not extract, store, reuse, publish, and/or republish any of the information from the Services.
- m) The Customer is not granted any legal rights or warranties, express or implied, to the use of any names, brands, copyright, design, and/or trademarks of Enablesus, with the exception of Section 2.02(b), without the express written content of Enablesus.
- n) The names, brands, copyright, design, and/or trademarks of organisations accessed via the Services are the property of each respective organisation and are subject to rights to use defined by each organisation. For the absence of doubt Enablesus does not grant any rights for the Customer to duplicate or represent/communicate to the public or other third parties the names, brands, copyright, design, and/or trademarks of organisations accessed via the Services.
- o) In accordance with Section 2.1(e) or Section 2.1(i), Enablesus may at its own discretion suspend either temporarily or permanently the Customer's right to use the Services, including but not limited to removing a Customer's appointed User from the Services, removing the organisation profile from the Services, and/or not allowing the public to access the organisation profile from the Services.

## Section 2.02 Customer Rights of Use

- a) Subject to these Terms of Use, the Customer is given a non-transferable, non-exclusive, non-sublicensable, limited term right to permit Customer appointed Users to access and use particular set of Services the Customer has selected. Noting that the Service allows for only one User to manage an organisation's account.
- b) Only a Customer with an organisation profile and User account in the Services which is not suspended and having a valid Customer Agreement for selected Services that in particular allows for the right of use of the Transparency in Sustainability Status Badge (the "TSS Badge"), is granted the right of use of TSS Badge which is generated by the Services specifically for the Customer's organisation. For the absence of doubt, parent organisations, subsidiary organisations, and franchises of the Customer do not have the rights of use of the TSS Badge which is generated specifically for the Customer's organisation. Parent organisations, subsidiary organisations, and franchises of the Customer are defined as organisations that are separate legal entities registered in one or more jurisdictions. The right of use of the TSS Badge by the Customer, with no other exceptions, is as follows:
  - i. Customers may use the TSS Badge generated for their organisation on their own organisation's electronic media via the API Services of Enablesus, and the electronic media must be owned and managed by the Customer, and/or
  - ii. Customers may use the TSS Badge generated for their organisation only within their own organisation's published printed media, including images and PDFs, which has

the specific purpose of reporting on their sustainability. Customers are encouraged to update the organisation's information in the Services prior to publishing the TSS Badge within the organisation's media, and to keep the organisation's information up to date in the Services, and/or

- iii. Customers may apply for approval to EnableSUS for the use of the TSS Badge generated for their organisation in other means, EnableSUS is not obliged to grant said approval.
- iv. The TSS Badge generated for a Customer's organisation and used by the Customer may not be older than 365 calendar days while in the public domain. Exception for this rule is only granted for media that the Customer cannot edit or change, and which is date specific (e.g. annual reports).
- v. The TSS Badge generated for a Customer's organisation shall only be used in accordance with the graphical and representation guidelines as set from time to time by EnableSUS.

### Section 2.03 EnableSUS Rights of Use of Organisation Information

Under this Customer Agreement the Customer agrees to transfer to EnableSUS the rights of use of Organisation Information which are placed in the Services by the Customer. EnableSUS agrees that it shall only use the aforesaid Organisation Information in accordance with the Data Policy. The Customer agrees that any Organisation Information which are placed in the Services by the Customer is not considered to be confidential.

## Article III. The User Agreement

### Section 3.01 The User Agreement

- a) The User Agreement is entered into when the User accesses the Services through any means. In accessing the Services through any means the User automatically agrees to these Terms of Use which are applicable to the User and the Data Policy. The User shall be aware that EnableSUS may at any time implement new versions and upgrades of the Services and/or the Terms of Use and/or Data Policy.
- b) The Services and their features provided under this User Agreement are described on enablesus.com and subdomains, and are specifically related to the particular set of Services available to Users. This User Agreement excludes the Customer Agreement as described in Article II, unless the User is the Customer's representative User.
- c) EnableSUS will take commercially reasonable efforts to make Services available to Users over the internet on 24 hours a day, 7 days a week, basis but cannot guarantee that the Services will be uninterrupted or error free. Measures that may affect the aforementioned accessibility are scheduled maintenance (which are expected to happen outside of normal business hours in Denmark on weekdays between 16:00 – 08:00 CET, and on weekends between 0:00 and 23:00 CET), unscheduled emergency maintenance, and any other disruptions caused beyond EnableSUS's reasonable control including but not limited to the Customer's access to the Internet.
- d) The User agrees that information provided by the User and placed in the Services, to include but is not limited to the text, files, and/or external information which is hyperlinked:
  - a. Represents the User and is only information about the User, or

- b. Does not contain any information which the User does not have the right or license to disclose publicly or bilaterally, including trademarks and intellectual property and personal information, or
  - c. Does not contain spam or any commercial or non-commercial scams, or
  - d. Does not contain any information, including images, of any persons under the age of 18 years old, or
  - e. Does not contain information of a sexual nature, or
  - f. Does not contain hateful, unwanted advances, harassing, bullying, and threatening information, including but not limited to incitement or promotion of violence, terrorist content, or promotion of terrorism, or
  - g. Does not contain any untrue statement of a material fact, or
  - h. Omits to state any material fact required to be stated therein or necessary in order to make any statement not misleading,
  - i. Does not contain information which constitutes unfair commercial practices defined in the Danish Marketing Practices Act and the Danish Trademark Act, and any similar legislation in the User's jurisdiction of residence.
- e) The User is notified that EnableSus does block the Services in certain jurisdictions (e.g. countries), and this block functions based on IP addresses originating within these certain jurisdictions. For the absence of doubt EnableSus does not intend to provide the Services in these certain jurisdictions, and the User accepts this condition when entering into the User Agreement. The countries where EnableSus is blocked can be found in Data Policy.
- f) The User agrees to keep confidential and is consequently liable for the use and security of access codes, passwords, and API codes that EnableSus may send to access the Services. EnableSus reserves the right to suspend User access to the Services in the event of fraudulent use or attempts at fraudulent use of said access.
- g) The User agrees to not extract, store, reuse, publish, and/or republish any of the information from the Services.
- h) The User is not granted any legal rights or warranties, express or implied, to the use of any names, brands, copyright, design, and/or trademarks of EnableSus, without the express written content of EnableSus.
- i) The names, brands, copyright, design, and/or trademarks of organisations accessed via the Services are the property of each respective organisation and are subject to rights to use defined by each organisation. For the absence of doubt EnableSus does not grant any rights for the User to duplicate or represent/communicate to the public or other third parties the names, brands, copyright, design, and/or trademarks of organisations accessed via the Services.

### Section 3.02 User Rights of Use

The User has the right to and agrees to use the Services and any information from the Services only for personal use.



## Article IV. Disclaimer

The Services and information provided by the Services, including but not limited to Organisation Information and external hyperlinks, is as is and is without any warranty, express or implied, including fitness for a particular purpose, or any warranty of non-infringement property rights. Enablesus neither represents nor guarantees that the information provided by the Services is comprehensive or accurate, and that the information provided by the Services may be derived from third-party sources and/or Customers, and Enablesus does not independently verify, validate, or audit such information. The Services and information provided by the Services are intended for the general guidance and to offer Users access to publicly available or Customer provided information, it is not nor is it intended to be detailed research or the exercise of personal or professional judgment or advice. The Services and information provided by the Services shall not be deemed a recommendation to use information, products, and services, including any or formulae contravening any property rights.

## Article V. Miscellaneous

- a) The Parties acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of these Terms of Use. Accordingly, without prejudice to any other rights and remedies it may have, Enablesus shall be entitled to the granting of equitable relief, including without limitation injunctive relief, concerning any threatened or actual breach of any of the provisions of Terms of Use.
- b) Any updates to these Terms of Use shall be published on the Services.
- c) Should any provision of these Terms of Use be or become invalid or unenforceable, in any jurisdiction where the Services are made available, the other provisions shall remain valid and enforceable. The invalid or unenforceable provision shall be deemed replaced by a valid and enforceable provision which shall correspond as close as possible to the purpose intended by Enablesus in view of the invalid or unenforceable provision.
- d) No failure or delay of Enablesus in enforce or exercising any right hereunder shall be construed as a waiver thereof nor shall any single or partial exercise preclude any other or further enforcement or exercise thereof.
- e) These Terms of Use shall be governed by and construed in accordance with the laws of the Kingdom of Denmark and the Parties submit to the jurisdiction of the Danish Courts, without giving effect to any law or statutory provision which would require or permit the application of the laws of another jurisdiction. Any dispute arising out of or in connection with these Terms of Use or any contractual or non-contractual obligations connected to these Terms of Use shall first be settled by arbitration at the Danish Institute of Arbitration held in Copenhagen, Denmark and in the English language, and failing an attributed settlement, finally settled by the competent court in Copenhagen, Denmark.