

## **TERMS AND CONDITIONS**

ESG REPORT APS

VERSION 1-04.02.2025

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**1. COMPANY INFORMATION**

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- 1.1 ESG Report ApS, CVR-no. 45038114, Jagtvej 177, 1. Tv., 2100 Copenhagen, Denmark ("ESG").

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**2. DEFINITIONS**

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- 2.1 "Automated ESG Reporting" means ESG's services relating to automated ESG reporting as described on and available on the Website.
- 2.2 "Software" means ESG's software available on the Website, including the Automated ESG Reporting.
- 2.3 "Terms" means these terms and conditions.
- 2.4 "User" means any user of the Website and/or Services.
- 2.5 "User Account" means the account created by the User on the Website to access the Services.
- 2.6 "Website" means [www.esgreport.dk](http://www.esgreport.dk).

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**3. CONTRACTUAL BASIS**

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- 3.1 These Terms apply to any use of ESG's Software.
- 3.2 These Terms constitute the entire contractual relationship regarding the subject matters as set forth in clause 3.1, unless otherwise explicitly agreed in writing with ESG.
- 3.3 ESG may at any time amend, change and/or modify these Terms, in which case the latest version of the Terms shall apply with immediate effect, provided ESG notifies the User in writing.

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**4. ACCESS TO AND USE OF THE SOFTWARE**

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- 4.1 Access to and use of the Software requires a User Account.
- 4.2 The User may not perform any of the following actions, which constitute a material breach of these Terms:

- (1) license, sublicense, rent, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Software in any way,
  - (2) modify, disassemble, decompile, reverse engineer or make derivative works based upon the Software,
  - (3) copy or create "links" to the Software, or
  - (4) reverse engineer or access the Software to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Software, (c) copy any ideas, features, functions or graphics of the Software, or (d) for the purposes of investigating possible patent infringement.
- 4.3 The User is responsible for all activity occurring under its User Account and shall abide by all applicable local, state, national, and foreign, laws, treaties and regulations in connection with the use of the Services, including those related to data privacy, international communications, and the transmission of technical or personal data.

## **5. UPDATES AND CHANGES TO THE SOFTWARE**

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- 5.1 ESG is entitled to update, change and/or upgrade the Software on a continuous basis when so deemed necessary by ESG. Furthermore, ESG is entitled to change the functionality of the Software, including removing and/or changing features to the extent deemed necessary by ESG to generally improve the Software.
- 5.2 Any update, change and/or upgrade subject to clause 5.1 will in no way restrict or alter the User's obligations to ESG under these Terms or other contract, and the User will not become entitled to claim any remedies for breach against ESG as a result of such changes.
- 5.3 Unless otherwise agreed in writing, ESG is not obliged to provide any services or support to the User.

## **6. FEES AND PAYMENTS**

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- 6.1 The use of the Software is free of charge, unless otherwise stated on the Website or in these Terms.
- 6.2 ESG is at any time entitled to require that any future use of the Software in full or in part shall be subject to pre-payment of a fee.

- 6.3 Any prices for the Software are disclosed in Danish Kroners and Euro and exclusive of any applicable taxes, VAT, duties, and tariffs. All paid fees for the Software are non-refundable and non-cancellable and shall be paid without any deduction or tax withholding.

## **7. AUTOMATED ESG REPORTING**

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- 7.1 In order to generate and download reports from the Automated ESG Reporting, the User shall pay the fees as set forth on the Website ("ESG Report Fees").
- 7.2 The ESG Report Fees grants the User access to generate and download reports for one company from the Automated ESG Reporting for 1 year starting from the date, on which the ESG Report Fees were paid ("ESG Report Term"). After the end of the ESG Report Term, the User's access to generate and download reports from the Automated ESG Reporting will require a new payment of ESG Report Fees.

## **8. TERMINATION**

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- 8.1 If the User is in material breach of these Terms or any contract with ESG, ESG may with immediate effect terminate the User's access to the Software, in which case ESG shall not be obliged to repay any fees paid by the User.
- 8.2 ESG may terminate the User's access to the Software with a 30 days' written notice, provided ESG repays to the User any fees paid by the User for the time after the User's access to the Software has been terminated.

## **9. CONFIDENTIALITY**

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- 9.1 All confidential information about the User, which ESG has obtained as a part of the User's use of the Software, shall be held in strict confidence by ESG.

## **10. INTELLECTUAL PROPERTY RIGHTS**

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- 10.1 ESG exclusively owns all rights, titles, interests and all other intellectual property rights in and to the Software. Any suggestions, ideas, enhancement requests, feedback, recommendations, or other information related to the Software that are provided by the User or a third party shall belong to ESG.
- 10.2 The Software is provided under a license. These Terms do not constitute a sale to and do not convey to the User or any third any rights of ownership in or related to the Software or any other intellectual property rights owned by ESG.

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## **11. ESG'S LIABILITY**

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- 11.1 The Software are provided on an "as is" basis without warranties of any kind.
- 11.2 To the extent permitted by mandatory law, in no event shall ESG be liable for any indirect, incidental or consequential damages or expenses, including but not limited to loss of profits and lost savings, or for the loss of, damage to, or alteration of data or data files of you.
- 11.3 ESG's liability arising out or related to the User's use of the Software shall under no circumstances exceed, in the aggregate, any fees actually paid by the User to ESG in the 3 months period immediately preceding the filing of such claim.

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## **12. INDEMNIFICATION**

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- 12.1 The User shall indemnify and hold ESG harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses arising out of or in connection with the User's use of the Software.

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## **13. FORCE MAJEURE**

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- 13.1 Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

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## **14. TRANSFER OF RIGHTS**

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- 14.1 ESG shall be entitled to transfer all rights and obligations under these Terms to a third party in so far this is part of a whole or partial business transfer. This also includes the right to execute any restructuring of the business and dividing the business.

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## **15. INVALIDITY**

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- 15.1 If any provision of these Terms is declared invalid or unenforceable, the remaining provisions of these Terms shall remain in full force and effect. The Parties undertake to negotiate in good faith for the replacement of such provision with a valid and enforceable provision.

**16. GOVERNING LAW AND VENUE**

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- 16.1 These Terms shall be governed by and construed in accordance with Danish law, disregarding any choice of laws and other international laws.
- 16.2 Any disputes regarding these Terms be settled by the Danish ordinary courts and in first instance by the City Court of Copenhagen.