



TERMS AND CONDITIONS

FOR BECAUSE APS

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BeCause ApS CVR n. 39745267 (“**BeCause**”), is excited that you want to use our Services. By using our Services, you will take part in changing the world! However, before using the Service, you must accept our Terms and Conditions (the “**Terms**”) below. The Terms govern your access to, and use of, our Services as well as our web-based application(s), our website(s), any software, programs, documentation, tools, hardware, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) provided to you by BeCause, directly or indirectly, through our mobile application, our website, or any other online services we provide (collectively, the “**Service**”).

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

In addition, our Privacy Policy is set forth on www.because.eco and is incorporated into these Terms in its entirety. We encourage you to read these Terms carefully and use them to make informed decisions.

The Customer and BeCause shall collectively be referred to as “**Parties**” and individually as “**Party**”.

1 RECITALS

- 1.1 The Customer is looking to register a designated User Account on the BeCause Site, allowing a Customer to access and use the Service.
- 1.2 The Service are provided solely for use by you, and your use of the Services is expressly conditioned on your consent to, and compliance with these Terms. By accessing or using our Service, you agree to be bound by these Terms. If you do not agree to any of the provisions of these Terms you should immediately stop using the Service.

2 DEFINITIONS

- 2.1 The following section presents disambiguation of words that are used throughout the Agreement.
 - 2.1.1 “**Company**” means a Customer or a Provider.
 - 2.1.2 “**Customer**” means a Premium Tier Customer or a Free Tier Customer (as applicable).
 - 2.1.3 “**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.

- 2.1.4 **"De-identified Data"** is data that has been processed to remove or alter personally identifiable elements, ensuring it cannot be linked to any specific legal entity, property, platform, Customer, service provider of the Customer or User.
- 2.1.5 **"Free Tier Customer"** means an organization that chooses to benefit from any BeCause Services available for free from time to time allowing to enter into and access certain sustainability data in the Service.
- 2.1.6 **"Free Tier User"** if you are accessing the Service on behalf of a Free Tier Company.
- 2.1.7 **"Party"** means either of BeCause or the Customer, as applicable and **"Parties"** means BeCause and the Customer, collectively.
- 2.1.8 **"Premium Tier Customer"** means an organization that has entered into a separate Service Agreement with BeCause providing additional and enhanced access to the Service.
- 2.1.9 **"Premium Tier User"** if you are designated as a User of the Service on behalf of a Premium Tier Customer.
- 2.1.10 **"Properties"** means the brand sites, locations, or potentially other organizational units - including but not limited to hotels, attractions, restaurants, and tours.
- 2.1.11 **"Provider"** means an organization that enters sustainability data into in the Service.
- 2.1.12 **"Provider User"** if you are accessing the Service on behalf of a Provider.
- 2.1.13 **"Publisher"** means any publisher or owner of guidelines, frameworks or standards that may be made available via the Service.
- 2.1.14 **"Representatives"** means, with respect to any party, an individual or business entity that acts as agent of such party and has his or her formal authorization to do so. Parties will, at all times, remain responsible for any violations of these General Terms and Conditions by any of its representatives.
- 2.1.15 **"Service"** means the digital platform made available by BeCause from time to time for access, management, visualization, evaluation, comparison, registration, and analysis of Data, which Customer can enter into and access. The Service includes access to features, functionality, design elements, graphics, pictures, texts, statistics, guidelines, frameworks, standards and any other material or information.

- 2.1.16 **“Service Agreement”** means the agreement between the Premium Tier Customer and BeCause including any appendices. It regulates the access to the Service for any Premium Tier Users, any fees, and other commercial and legal terms between the Premium Tier Customer and BeCause.
- 2.1.17 **“Site”** means the domain and subdomains of www.because.eco.
- 2.1.18 **“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: “Premium Tier User” if you are designated as a User of the Service on behalf of a Premium Tier Customer; “Free Tier User” if you are accessing the Service on behalf of a Free Tier Customer or “Provider User” if you are accessing the Service on behalf of a Provider.
- 2.1.19 **“User Account”** means any individual User’s account for accessing the Service.

3 SERVICES

- 3.1 BeCause provides a digital platform, available via the Site, where you can enter, manage, visualize, evaluate, compare, record, and analyse your own and/or other Companies’ sustainability Data.
- 3.2 You will have different access rights to the Service depending on which type of User you are. If you are a Premium Tier User your access rights will also depend on which type of subscription plan or other commercial terms that the Premium Tier Customer you are representing have chosen, as set out in the Service Agreement.

4 USER ACCOUNT

- 4.1 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 must promptly terminate any unauthorized use of which you become aware and promptly notify BeCause if you become aware of any unauthorized use.
- 4.2 Each Company can manage the User Accounts of their Users from an administrator account.
- 4.3 The User and the Company you represent are jointly responsible for the activities conducted through the User Account.

5 PROHIBITED USE OF THE SERVICES

- 5.1 In our efforts to deliver an exceptional Service, we request that you engage with our Service responsibly and courteously. As part of using our Service, this includes:

- 5.2 You may not use the Service to do, upload, or share anything:
 - 5.2.1 that breaches these Terms, applicable laws, or otherwise give rise to criminal or civil liability;
 - 5.2.2 that you believe could be to be misleading or fraudulent; or
 - 5.2.3 that infringes or breaches someone else's rights, including their intellectual property rights.
- 5.3 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.
- 5.4 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.
- 5.5 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.

6 DATA

- 6.1 A Premium Tier Customer have signed a Service Agreement that include particular clauses about Data. In instances where these clauses conflict with the Terms, the provisions in the Service Agreements will take precedence.
- 6.2 Upon registration with the Service, regardless of choosing to be a Free Tier Customer or a Premium Tier Customer, Properties retain full ownership of Data where the Property is the data subject, whether submitted by the Property or any other party. The Property can withdraw consent to distribution of their Data via the Service.
- 6.3 Providers uploading Data related to Properties (including brand sites, locations, or other organizational units such as attractions, restaurants, and tours) accept that the Properties retain ownership of their Data. Providers acknowledge that Properties have the right to withdraw any data uploaded about them to the Service at any time.

6.4 BeCause is authorized to modify Data to produce De-identified Data, ensuring no legal entity, Property, Customer, Provider or service provider can be identified from this data. This De-identified Data is created through aggregation and pseudonymization, aligning with GDPR guidelines on personal data. BeCause may not commercialize, distribute, or otherwise use data that has not been de-identified without the explicit consent of the owner of the data. Should the Service be terminated, or data delivery not be completed, BeCause is obliged to return the original Data to the Property.

6.5 BeCause retains the right to use De-identified Data for any purpose, including but not limited to service maintenance and development, AI model training, improvement of benchmarking, and commercialization. This right extends indefinitely, even after the termination of the Terms.

7 DATA USAGE

7.1 When a User, Company, Provider or other entity utilize or distribute, especially for commercial purposes, Data from BeCause it must be attributed as 'powered by BeCause'.

7.2 BeCause does not guarantee that the use of the data, including De-identified Data, will not infringe on third-party rights.

7.3 Upon request from relevant Properties or Certifiers, BeCause will disclose if certification data has been shared, promoting transparency in data management and sharing practices.

7.4 Users retain ownership of the data they submit to BeCause. By uploading Data related to Properties (defined as the brand sites, locations, or potentially other organizational units, including but not limited to hotels, attractions, restaurants, and tours) to BeCause, Providers, agree to allow BeCause to use, modify, distribute, and commercialize the data, subject to the conditions outlined herein.

7.5 By uploading Data to the Services, the uploading party agrees to transfer any and all ownership rights in the data to BeCause, acknowledging that BeCause shall have the exclusive right to use, modify, distribute, and commercialize the Data in any manner it deems fit, without limitation or obligation to the uploading party.

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

7.6.1 You hold no right and make no warranties in relation to any other data than the Data that you have uploaded.

- 7.6.2 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.
- 7.6.3 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.
- 7.7 BeCause neither warrants nor represents that the Data, or the use thereof, does not infringe rights of third parties.
- 7.8 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 DATA PROTECTION

- 8.1 BeCause is the data controller when handling Data and we make certain that we take the appropriate measures to ensure compliance with applicable data protection laws and regulations. The policy applied to processing data is set out in the Privacy Policy.

9 INTELLECTUAL PROPERTY

- 9.1 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.
- 9.2 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.

9.3 BeCause reserves the right to use the Customer's trademarks and other characteristics to promote the Service. This shall, for example, include the right to refer to the Customer as a customer or user of BeCause on the site. BeCause will adhere to any logo standards and requirements the Customer might have.

10 TERMINATION

10.1 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 6.

10.2 Unless you are a Premium Tier Customer, 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.

10.3 BeCause will allow you to retrieve a copy of relevant Data from the Service during a period of thirty (90) days following the effective date of termination of the Terms and BeCause reserves the right to delete any and all Data thereafter.

10.4 BeCause may, without notice, (a) suspend, restrict, or terminate your access to any or all of the Services, and/or (b) deactivate or cancel your User Account if: (i) We are required by a facially valid subpoena, court order, or binding order of a government authority; (ii) We reasonably suspect you of using your User Account in connection with a prohibited use of business; (iii) Our service partners are unable to support your use; (iv) You breach the prohibited use of the Services clause, (v) You take any action that BeCause deems as circumventing BeCause's controls, including, but not limited to, opening multiple User Accounts.

10.5 Further, BeCause reserves the right to unilaterally block, suspend and/or terminate your use of the Services, either temporarily or permanently, without notice:

10.5.1 If we suspect that you have failed to comply with these Terms,

10.5.2 if you provide any false, incomplete, inaccurate or misleading information.

10.5.3 If BeCause suspends or closes your User Account or terminates your use of the Services for any reason, BeCause will provide you with notice of our actions unless applicable law prohibits BeCause from providing you with such notice.

10.6 BeCause will not be liable to you for any losses that you incur in connection with closure of our Services or suspension of your User Account.

11 INDEMNIFICATION

- 11.1 Users agree to defend, indemnify, and hold BeCause harmless against any losses arising from claims that the use or possession of their Data, in accordance with these Terms, infringes upon intellectual property rights, violates laws, or breaches these Terms.
- 11.2 You agree to indemnify, defend, and hold harmless BeCause, its affiliates, officers, directors, employees, agents, licensors, and service providers from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms, any breach of your representations and warranties herein, or your use of the Services (including all activities under your User Account) in a manner not authorized by these Terms. This includes, but is not limited to, any negligent or wrongful conduct by you or any other person accessing the Services using your account.
- 11.3 This indemnification obligation will survive the termination or expiration of these Terms and your use of the Services. BeCause reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with BeCause in asserting any available defenses.

12 LIMITATION OF LIABILITY

- 12.1 BeCause is committed to a high standard of data security and precision. However, BeCause shall not be liable for any loss that you may incur as a result of malfunctions, errors, security breaches or any other reason.
- 12.2 The Service provided by BeCause is provided on an "as is" basis, without warranty of any kind, express or implied, including without limitation, the warranties that the software is free from defects, virus free, able to operate on an uninterrupted basis, merchantable, fit for a particular purpose or non-infringing.
- 12.3 In no event shall BeCause, or any of our respective officers, directors or employees or suppliers be liable for any lost profits, diminution in value, or business opportunity, any loss, damage, corruption or breach of data, any other intangible property or tangible property or any special, incidental, indirect, intangible, or consequential damages, arising out of or relating to any use or inability to use the Service provided by BeCause, authorized or unauthorized use of the Service or the User Account, or this Agreement.
- 12.1 The damages for which BeCause is liable shall be limited to the highest of DKK 50,000 or the amount paid by Customer to BeCause under a Service Agreement.

12.2 BeCause cannot warrant and do not warrant that the content available through our Services is accurate, complete, reliable, current or error-free. We reserve the right to make changes in or to the content, or any part thereof without giving you any notice prior to or after making such changes to the content.

13 CHANGES TO THE TERM

13.1 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 10.

13.2 For specific customer segments, namely Hotels and Marketplaces, commencing contracts from December 4, 2024, onwards, this Agreement will be governed additionally by the Master Service Agreement (MSA) pertinent to your specific category. The relevant MSA can be accessed via [Marketplace Service agreement](#) and [Sustainability data management agreement](#), provided upon request, or during the negotiation phase. Contracts initiated prior to December 4, 2024, shall be subject to renegotiation or updates to align with the new MSA upon their renewal.

14 MISCELLANEOUS

- 14.1 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.
- 14.2 If any provision in these Terms is held to be invalid or unenforceable, these Terms, including the remaining provisions, will remain in full force and effect as if such invalid or unenforceable provisions had never been included.
- 14.3 The failure of BeCause or you to exercise any right, power, or remedy provided under these Terms shall not constitute a waiver by either BeCause or you of rights to exercise any such or other rights, power, or remedy.
- 14.4 Force Majeure Events. BeCause shall not be liable for (1) any inaccuracy, error, delay in, or omission of (i) any information, or (ii) the transmission or delivery of information; (2) any loss or damage arising from any event beyond BeCause's reasonable control, including but not limited to flood, extraordinary weather conditions, earthquake, or other act of God, fire, war, insurrection, riot, labor dispute, accident, action of government, communications, power failure, pandemic, or equipment or software malfunction or any other cause beyond BeCause's reasonable control (each, a "**Force Majeure Event**").

15 GOVERNING LAW AND DISPUTES

- 15.1 These Terms shall be governed by and construed in accordance with the laws of Denmark, excluding its choice of law rules.
- 15.2 Any dispute arising out of these Terms, including any dispute concerning its existence or validity that cannot be settled amicably between the parties within 30 days after one party's receipt of Notice from the other party including a detailed description of the dispute, will be decided with final effect by the Danish Institute of Arbitration (Danish Arbitration). The Danish Institute of Arbitration will apply the rules of procedure in force when the application for arbitration is submitted.
- 15.3 The arbitration proceedings will take place in Copenhagen, and the language of the proceedings will be English.