

# Terms of use

If you have any questions or experience any problems, you can always get quick help by writing to [support@companyspace.com](mailto:support@companyspace.com).

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## Brief overview: How Companyspace.com and the membership work

Companyspace.com is a data-driven information service that collects, structures and updates information about commercial premises from many different sources, including websites, property companies, property administrators, commercial real estate agents, serviced offices and coworking spaces, social media and users who publish listings themselves.

The Service gives users a combined and continuously updated overview of available commercial premises and commercial properties for sale, as well as better conditions for discovering new opportunities at an early stage. The aim is to make information in the commercial property market more accessible and to reduce differences in who sees premises and properties – and when.

When you find a commercial premise or property, you may be redirected to the original source or gain access to contact information where this is possible. Companyspace.com provides information and contact options, but does not broker lease or purchase agreements and is not a party to agreements between users.

Access to the majority of the Service's functions requires membership. The subscription renews weekly with no binding period beyond the current period.

For more information, see [Data & insights](#) and [Service content and value](#).

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## 1. General

### 1.1

These terms, hereinafter referred to as the "Terms", apply to the use of [www.companyspace.com](http://www.companyspace.com), hereinafter referred to as the "Service". The Terms apply between Companyspace.com, operated by Companyspace.com ApS, Mynstersvej 3, 1827 Frederiksberg, Denmark, company registration number: DK32147496, and the individual User.

A "User" means a person who creates an account on the Service. A "Payment User" means a User who has purchased a subscription service that provides access to a range of additional functions and benefits. These benefits are described in section 3.2 for space seekers and in section 4.5 for landlords and property sellers.

### 1.2

The Service is a business-to-business service and is therefore *only* for commercial use. Our users will *only* lease premises from businesses and will *only* lease premises to businesses. This means that you must represent a business in order to use the Service. You may not use the Service as a private individual or for private purposes. If you nevertheless use the Service as a private individual or for private purposes, we consider this serious misuse and will generally refer the matter to our lawyer with a view to making a compensation claim. A large part of the value the Service provides to users is the assurance that all other users on the platform represent a business and therefore use the Service for commercial purposes. It reduces the value of the Service, and thereby the Service's ability to generate revenue, if a User uses the Service as a private individual or for private purposes. This cost will be claimed in any compensation case.

### 1.3

Companies in suspension of payments or bankrupt companies are prohibited from registering on the Service, as the Service does not wish to connect other Users with poor payers. The Service therefore reserves the right to close profiles without notice where such profiles have been created using email addresses or websites owned by bankrupt companies or companies in suspension of payments. Companies that, after registration on the Service, go bankrupt or enter suspension of payments undertake to inform the Service immediately.

### 1.4

The Service functions as a marketplace platform where Users can upload user-generated content in the form of premises or space-seeking advertisements, where landlords/property providers and space seekers can request each other's contact information, and where Users can access relevant search results in the form of premises or space seekers. Since the Service is a marketplace platform that functions as a meeting place between landlords/property providers and space seekers, the User must provide correct contact information. The User is obliged to provide their name and email address correctly. If the User has a company name, the User is obliged to provide it correctly. If the User has a company registration number or VAT number, the User is obliged to provide it correctly. The information is provided by clicking "Your profile" in the top right corner, then selecting the "Account settings" tab, clicking the "Your data" button and completing the fields. The User may not create more than one profile on the Service without prior agreement.

### 1.5

The Service collects and structures information about available commercial premises and commercial properties from publicly available sources in order to create a combined market overview and refer users to the original sources.

The Service only displays limited excerpts of information and refers the user to the original source, where further information and contact options can be found.

If an owner of content or a data source does not wish to be included in the Service's search results, the person or entity may contact [support@companyspace.com](mailto:support@companyspace.com) for assessment of amendment or removal.

The premises and properties are obtained from a number of different sources that we assess to be relevant and serious, including property companies, commercial real estate agents, publicly advertised commercial premises, selected listings from other commercial property portals and possibly publicly available posts on social media.

We only include commercial premises and properties where it is possible to contact the landlord, seller or agent directly, possibly after registration with the original source.

**1.6**  
Functionality for space seekers: The Service contains several elements for space seekers, including:

A: Data about available premises and commercial properties for sale that are on the market at a given time is collected from freely accessible sources. If the space seeker wants to know more about the premises or property, the space seeker is redirected to the original source.

B: The Service functions as an advertising medium where property providers can create listings for premises for lease and properties for sale. In such cases, an email with the property provider's contact information is received if the space seeker wants further information.

C: The Service notifies the space seeker by email about new premises being offered.

D: The Service allows space seekers to create a space-seeking advertisement in which the space seeker's requirements for new premises are described, so that the property provider can contact the space seeker with relevant matches. See section 3.2 for a review of which services a space seeker receives as an ordinary User and as a Payment User, respectively.

It is emphasised that the Service only mediates automatic contact information between space seekers and property providers, and is never involved in, participates in, facilitates, mediates or brokers agreements entered into between Users of the Service.

## **1.7**

Functionality for landlords/sellers: The Service has several elements for landlords of commercial premises and sellers of commercial properties:

A: Users can create a listing for their available premises or commercial properties for sale.

B: Users can contact space seekers who have created a space-seeking advertisement via the space seeker directory. When contacting a space seeker via the space seeker directory, contact information for the space seeker is received by email, which is sent to the landlord/seller.

C: The Service notifies the landlord/seller by email about new space seekers who create a space-seeking advertisement. See section 4.5 for a review of which services a property provider receives as an ordinary User and as a Payment User, respectively.

It is emphasised that the Service only mediates automatic contact information between space seekers and landlords/sellers, and is never involved in, participates in, facilitates, mediates or brokers agreements entered into between Users of the Service.

## **2. Registration, cookies and emails**

### **2.1**

By creating a User profile on the Service, the User accepts the Terms.

### **2.2**

Registered Users automatically receive the service emails that are fundamental to the functionality of the Service, including for example invoice emails, confirmation emails, emails regarding profile optimisation and match emails that notify the user about new premises or space seekers that match the user's search agents.

In addition, the User may, upon registration, opt in to receive emails about the Service's products. As a User, you can unsubscribe from the different types of service emails, with the exception of legally required emails such as invoice emails, as well as emails about the Service's products, by clicking "Your profile" in the top right corner, selecting the "Account settings" tab and clicking the "Email settings" button. As a User, you can also always click the link located at the bottom of all emails. By clicking this link, the User arrives at the "Email settings" page. Emails may not be forwarded to others.

### **2.3**

The User may at any time withdraw all consents by deactivating their profile, which is done on the "Deactivate your user profile" page. The page can be accessed by clicking "Your profile" in the top right corner, selecting the "Account settings" tab and clicking the "Deactivate your user profile" button (the User must be logged in).

### **2.4**

The Service uses cookies for necessary functions, to improve the user experience, and for marketing and statistical purposes. On the first visit to the website, the User chooses which cookies may be used. The Service uses cookies in accordance with the cookie terms stated on the Service. The User can always delete the cookies stored on the User's computer in connection with use of the Service, or change their choices regarding which cookies may be used. See a detailed description of the Service's [cookie policy](#).

### **2.5**

The User is obliged to stay updated on the current Terms for the Service, and the User accepts that the Service has the right to amend the Terms with 30 calendar days' notice. The Service informs Users of material changes to the Terms. This information can be seen on the User's account when the User is logged in. If the changes concern matters for which consent is required, the User will be asked for updated consent the next time the User logs in to the Service.

### **2.6**

The User has the right to deactivate their account on the Service without notice. As a User, you can deactivate your account by clicking "Your profile" in the top right corner, selecting the "Account settings" tab, clicking the "Deactivate your user profile" button and then following the instructions.

### **2.7**

As a User of the Service, you are welcome to review the Service on various review services. However, no incentive or reward is given for reviewing our Service. Nor is any direct or indirect payment given for reviewing the Service.

### **2.8**

It is not permitted to create more than one user profile per person without a special agreement with the Service. Violation of this is considered serious misuse of the Service – see section 8 of these Terms.

## **3. For space seekers**

### **3.1**

A space seeker is a person who represents a business and is currently looking for new premises or a commercial property for sale. Only space

seekers may register as space seekers on the Service.

It is emphasised that one may not register as a space seeker unless one is genuinely searching for premises or commercial properties for sale, as doing so may waste other users' time.

The User must ensure that the content of the space-seeking advertisement is accurate and truthful. The User may not write personal data – including name, email address, telephone number, social profiles and website address, etc. – or sensitive personal data, including information about political beliefs, race and ethnic origin, religious or philosophical beliefs, trade union membership, genetic data, health information, sexual matters or sexual orientation, etc., in a space-seeking advertisement.

If the Service is made aware that a space-seeking advertisement contains personal data or sensitive personal data, the space-seeking advertisement will be deactivated immediately. The Service has the right to reproduce the full content of the space-seeking advertisement on Companyspace.com, on other websites, on social media and with cooperation partners. The space-seeking advertisement must be deactivated by the User immediately, and no later than two days after the space search is no longer current. Violation of this point leads to immediate closure of the User's account and deletion of the User's advertisements.

### **3.2**

The space seeker receives these services without payment: The space seeker can create a space-seeking advertisement. The space seeker can receive notifications about relevant premises by email. The space seeker can contact the property providers who have upgraded to Payment User status.

The space seeker receives these benefits by upgrading to Payment User: The space seeker's space-seeking advertisement is placed higher in the search results. The space seeker receives faster email notifications about the most attractive premises and properties. The space seeker gains access to all premises and properties in the Service. If a premise or property has been uploaded by a landlord or seller, the space seeker receives that party's contact information. If a premise or property is a supplementary search result, the space seeker can go to the original source. The Service may offer discount products that include fewer benefits.

### **3.3**

When registering as a space seeker, the User is obliged to publish a space-seeking advertisement containing a description of the desired premises within 3 business days from registration.

### **3.4**

The space seeker may add a photo to their space-seeking advertisement. It is the full responsibility of the space seeker that the photo is relevant, customary and lawful as interpreted by the Service at any time, including that it is not of a sexual nature and that the space seeker has the necessary intellectual property rights to the photo uploaded to the Service. If uploaded material infringes the rights of others, it will be removed without notice as soon as the Service is made aware of this.

### **3.5**

The space seeker may be contacted by property providers by email and telephone in the following situations:

If a space seeker creates a space-seeking advertisement, the space seeker may be contacted by property providers with offers of commercial premises, etc., that match the requirements in the space-seeking advertisement.

If a space seeker requests information about a premise or property, the space seeker's contact information and relevant information about the space seeker's needs may be shared with the relevant landlord/seller as well as with other relevant landlords/sellers with similar premises or properties, for the purpose of presenting relevant alternatives and creating contact between the parties.

By using the Service, the space seeker accepts this sharing. The space seeker may at any time opt out of such contact by contacting [support@companyspace.com](mailto:support@companyspace.com) or by changing their preferences in the account settings.

### **3.6**

The space seeker accepts that the Service's premises database cannot be 100 percent updated, and that errors may occur in a smaller part of the search results or advertisements. There may be several reasons for errors, including third-party latency, time lag between publication and updating of the data set, or the original source not being updated correctly.

For example, a property provider who has created a premises listing on the Service may forget to deactivate the listing when the premises are no longer available. In addition, it cannot be avoided that premises are removed from an external website for a short period before the Service's robot visits the website where the premises are advertised. It also cannot be avoided that premises and properties that are no longer on the market continue to be shown as available on external websites because the webmaster of the external website has forgotten to update it.

### **3.7**

The Service does not have an internal mail system that allows the landlord/seller to remain anonymous. Instead, the landlord's/seller's contact information is received directly. This may either be in the form of a link to the website where the landlord/seller has advertised their premises, or it may be in the form of direct contact information if the landlord/seller has created a user profile and has created their premise or property directly on the platform.

It is emphasised that the Service exclusively provides the landlord's/seller's contact information. The Service therefore does not accept responsibility for whether the provider responds to enquiries within a specific period of time.

## **4. For landlords/sellers**

### **4.1**

A landlord/seller is a business (e.g. private property providers, real estate agents and lawyers) that has the right to mediate an available premise. Property providers may only advertise premises that they either own themselves or where the property provider has an unambiguous written and documented right to advertise the premise.

When creating an account as a landlord/seller, the User undertakes to contact potential space seekers only with offers of commercial premises and commercial properties that the User has the right to mediate, and that match the relevant space seeker's wishes and needs as stated in the space-seeking advertisements on the Service.

### **4.2**

The Service is a business-to-business service and is therefore *only* for commercial use. Our users will *only* lease premises from businesses and will *only* lease premises to businesses. This means that you must represent a business in order to use the Service. You may *not* use the Service as a private individual or for private purposes.

#### **4.3**

It is the full responsibility of the landlord/seller that information and data in the landlord's/seller's advertisements are accurate and truthful. The landlord/seller warrants that the landlord/seller has the necessary intellectual property rights to all material uploaded to the Service. If uploaded material infringes the rights of others, it will be removed as soon as the Service is made aware of this.

The Service has the right to reproduce all or parts of the premises advertisement on Companyspace.com, on other websites, on social media and with cooperation partners. The User may not write personal data or sensitive personal data in advertisements. If the Service is made aware of advertisements containing personal data or sensitive personal data, the user's profile will be deactivated immediately. Advertisements must be deactivated by the User immediately when the premises are no longer available.

#### **4.4**

When sending offers or other communication to space seekers, the landlord/seller is obliged to ensure that no contact information of other Users is available to the recipient of the offer or communication. This includes that multiple Users may not be contacted in the same email in a way that allows the Users to become aware of each other's email addresses.

#### **4.5**

Landlords/sellers receive these services without payment: The landlord/seller can create a premises advertisement through which space seekers who are Payment Users can contact the landlord/seller. The landlord/seller receives email notifications about relevant space seekers who have created a space-seeking advertisement. The landlord/seller can contact the space seekers who have created space-seeking advertisements and have also upgraded to Payment User status.

Landlords/sellers receive these benefits by upgrading to Payment User: The landlord's/seller's premises advertisement is placed higher in the search results. All space seekers, regardless of whether the space seeker is registered as a Payment User or not, can contact the landlord/seller via the landlord's/seller's advertisement. The landlord/seller can contact all space seekers who have created a space-seeking advertisement. The Service may offer discount products that include fewer benefits.

#### **4.6**

When a landlord/seller creates a premises advertisement, the landlord/seller may be contacted by email or telephone by space seekers.

#### **4.7**

The Service continuously works to ensure that the advertised premises in the database are up to date and therefore reserves the right to remove advertisements that are no longer active and to create advertisements that are active on a Landlord's website.

### **5. Disclaimer of liability**

#### **5.1**

The Service is an automated data-driven information and contact platform for commercial premises and commercial properties. The Service contains both user-generated content, where landlords/sellers and space seekers can publish advertisements and search advertisements, and information about available premises and commercial properties for sale that is collected from freely accessible sources.

The Service provides information, search results, redirection to original sources and contact information where this is possible. The Service is exclusively a technical information and contact platform and assumes no responsibility for information provided by Users, information from external sources or for agreements entered into directly between Users or between Users and external landlords/sellers.

The User accepts that the Service's total liability can under no circumstances exceed EUR 0 (zero).

#### **5.2**

The Service is not responsible for whether the contact information or redirections made available by the Service lead to agreements being entered into between Users or between Users and external landlords or sellers. The Service has no influence over whom the landlord or seller chooses to lease to or sell their property to.

It is emphasised that the Service is exclusively an automatic information and contact platform that provides information, contact options and contact information between space seekers and landlords/sellers. The Service is never involved in, participates in, facilitates or brokers agreements entered into between Users of the Service.

#### **5.3**

In cases where the Service obtains information directly from a property company's website or any other third-party website, the Service is not responsible for the accuracy of information obtained from the website.

#### **5.4**

The User is personally responsible for the information that the User publishes in the Service.

#### **5.5**

The Service is proactively optimised for the most widely used browsers: Chrome, Safari, Edge and Firefox. The Service is not proactively optimised for marginal browsers with a smaller market share, discontinued browsers or browsers being phased out. For example, the Service is not proactively optimised for Internet Explorer, Opera, Tor, Vivaldi, etc. If the Service is made aware of deficient presentation in a browser of any type, the Service will, however, reactively correct the error if possible.

### **6. Processing of personal data**

#### **6.1**

See our [privacy policy](#) for information about our processing of your personal data in connection with the use of the Service.

#### **6.2**

The Service uses functions and content from Google Maps. Use of these functions is subject to Google Maps' terms in force at any time ([https://maps.google.com/help/terms\\_maps.htm](https://maps.google.com/help/terms_maps.htm)) and privacy policy (<https://www.google.com/policies/privacy>).

## **7. Commercial terms and payment**

### **7.1**

The content of the Service's digital products for space seekers and property providers is described in sections 3.2 and 4.5 above. Payment for all digital products is made online by payment card. All digital products are subscription-based. All prices on the Service are stated exclusive of VAT. The User may provide the organisation number of the company that the User represents by clicking "Your profile" in the top right corner and then selecting "Account settings". Then click the "Your data" button. The User's information about organisation number or VAT number is validated by the Service in the EU's VAT validation system (VIES). The Service is not responsible for technical problems in connection with the validation. If the validation shows that the User's VAT number is valid, the rules on reverse charge VAT apply pursuant to Council Directive 2006/112/EC, Article 226. The User confirms that it is the User's responsibility to ensure that VAT is reported correctly to the tax authorities.

### **7.2**

Both space seekers and property providers can create a User account and receive various services without payment (see 3.2 and 4.5). Users can choose to upgrade to Payment User, which is a subscription service that provides a number of additional benefits. It is not possible to purchase access to information about the premises individually or in the form of punch cards or similar. The subscription has no binding period beyond the current period and runs weekly, as short subscription periods provide a high degree of flexibility that is optimally suited to the space search process.

### **7.3**

How you can, for example, purchase a Payment User subscription: Create a User account or log in to an existing User account. Click "Your profile" in the top right corner of the screen (you must be logged in), select "Account settings", and then select "Become a payment user". Confirm that you wish to create a subscription and that the Service may automatically charge payment each time a new subscription period begins. Enter your payment information and approve the purchase. As soon as you have approved the purchase, the subscription is activated and you have access to use the associated subscription services.

### **7.4**

Current subscription prices for space seekers: The price for the first purchase is 4 excluding VAT for the first day and thereafter 34 excluding VAT per 7 days in an ongoing subscription. The subscription price is converted to approximately 148 excluding VAT per month on average. The amount is charged automatically via the User's payment card when a new subscription period begins, until the subscription is cancelled. If the subscription is cancelled within 24 hours, the minimum price of 4 excluding VAT is paid. There is no binding period for the subscription beyond the current subscription period. The Service may potentially offer users alternative products (different product content, different price) based on information about the user's activity level (email receipt profile, deactivation), information about previous purchases and subscription status (active/inactive). The price of an existing subscription taken out by a specific User will, however, never change.

### **7.5**

Current subscription prices for property providers: The price for the first purchase is 4 excluding VAT for the first day and thereafter 34 excluding VAT per 7 days in an ongoing subscription. The subscription price is converted to approximately 148 excluding VAT per month on average. The amount is charged automatically via the User's payment card when a new subscription period begins, until the subscription is cancelled. If the subscription is cancelled within 24 hours, the minimum price of 4 excluding VAT is paid. There is no binding period for the subscription beyond the current subscription period. The Service may potentially offer users alternative products (different product content, different price) based on information about the user's activity level (email receipt profile, deactivation), information about previous purchases and subscription status (active/inactive). The price of an existing subscription taken out by a specific User will, however, never change.

### **7.6**

If payment for a new subscription period cannot be completed, the Service will attempt to make the payment again for a period in order to ensure that the subscription does not terminate unintentionally, so that the User does not lose the benefits that the User expects to receive, for example that the User receives quick notification of new premises coming onto the market.

### **7.7**

When purchasing products on the Service, a receipt for the agreement entered into and the purchase is sent by email, containing a description of the agreement, information about the parties to the agreement (in the form of the User's email address and the Service's name, email and telephone number), as well as the date of conclusion of the agreement (as appears from the dating of the email). The Service stores a copy of the agreement sent. The agreement is concluded in English.

### **7.8**

If the User's payment method expires or is blocked, the subscription will expire at the end of the current subscription period.

### **7.9**

All invoices can be retrieved on the "Invoices etc." page. Click "Your profile" in the top right corner of the screen (you must be logged in to your account). Then click the "Invoices etc." page.

### **7.10**

How to cancel a subscription: Click "Your profile" in the top right corner of the screen (you must be logged in to your account). Then click the "Account settings" page. Then click the "Access programme" button. Follow the instructions on the page that appears when clicking the "Access programme" button. A subscription can also be cancelled by sending an email to [support@companyspace.com](mailto:support@companyspace.com). It is emphasised that a subscription is not cancelled by inactivating user-generated content such as an advertisement or a search advertisement, as the subscription provides access to several different benefits. When the User cancels the subscription, no further money is charged to the User's account and Payment User access automatically expires when the current subscription period expires. When the subscription is cancelled, an email is sent to the User confirming the cancellation. If this confirmation email has not been sent, the cancellation has not been registered. It is the User's responsibility to check that the User has received the confirmation email and to contact the Service if the User has not received the confirmation email.

## **8. The User's use and misuse of the Service**

### **8.1**

Misuse of the Service or failure to comply with the Terms each constitute a material breach of the Terms and gives the Service the right to close the User's account on the Service and delete the content of the User's advertisements and space-seeking advertisements and terminate the Terms due to material breach. If the Service assesses the breach to be of a particularly serious nature, the User may be permanently excluded from the Service.

## **8.2**

In cases where the User's actions result in loss of information on the Service or otherwise damage the Service or damage other Users, the User is responsible for covering any loss arising as a result of such damage in accordance with the general rules of Danish law. The User is not liable for indirect losses such as loss of profit and loss of revenue. Loss of data is considered a direct loss. The User and the Service have agreed that in the event that a User other than the User causing the damage suffers damage, the Service has the right to assign its claim against the User causing the damage to the injured User.

## **8.3**

The User may not decode the Service or otherwise attempt to gain access to the source code or documentation belonging to the Service, including the structure and composition of the Service, beyond what follows from normal use of the Service.

## **8.4**

The User may not sell, transfer, distribute, license, rent, lease, lend or otherwise give anyone other than the User access to the Service.

## **8.5**

Commercial real estate agents and property intermediaries may not create a user profile unless an explicit agreement with the Service exists prior to registration.

## **8.6**

The Service transfers no intellectual property rights to the User, either in whole or in part. The User may not copy, reproduce, publish, upload, send or distribute any material from the Service without prior written permission from the Service.

## **9. Governing law and venue:**

### **9.1**

Danish law applies to the Terms and any other agreement entered into between the Service and the User.

### **9.2**

Any dispute arising from a legal relationship between the Service and the User shall be decided by the Copenhagen City Court as court of first instance, unless the parties are able to reach an amicable solution.