

# Terms and conditions for Companyspace.com

**Companyspace.com** is **Europes largest portal for commercial premises**. We collect most available premises on the market using data automation. [Read more here](#). If you have any questions or problems, you can always write to [support@companyspace.com](mailto:support@companyspace.com) to get personal service.

These Terms and any other agreement between Companyspace.com ApS and The User are subject to Danish law. Read more in the terms item 9.1 and 9.2.

## Emphasized points

The Service is a business-to-business service, and is therefore only for commercial use. Our users only want to rent business premises from companies, and they only want to let business premises to companies. This means that you must represent a company in order to use the service. You are not permitted to use the Service as a private person or for private purposes.

A central part of The Service is a premise search engine, partly created by Landlords that advertise their vacant business premises, and partly created by robot crawling and indexing of many hundreds of websites, containing thousands of business premises, many times daily. The search engine gives a constantly updated overview over vacant business premises, where paying users get access to the whole database. This means that companyspace seekers from the whole world looking for new company spaces in European countries saves a lot of time that should otherwise be used to find all relevant websites and constantly search these for new company spaces. Our goal is to gather as many business premises as possible and to make the search engine as complete as possible, to give our users as comprehensive an overview of vacant business premises as possible. The business premises in the Search Engine come from all different kind of sources that we see as satisfactory. It is emphasized that generally there is no agreement about crawling with the landlords which we refer to.

You must be a PremiumUser to get access to most of our services. As a PremiumUser you sign up for an ongoing subscription, that can always be cancelled at the end of a subscription period. It is not possible to buy access to information about the company spaces individually or in the form of a ticket card. The subscription has no minimum commitment period beyond the current period and is weekly, since short subscription periods result in a high degree of flexibility which is optimal for the company space search process.

We emphasize that errors in the search engine may occur. See the description of the reasons for errors [here](#). On all business premises there is a reporting feature, where users can report data errors in the business premise, or report if the source that is linked to does not work.

## 1. General terms

### 1.1

These terms and any other supplementary terms referred to herein (collectively referred to as the "Terms") apply to any use of [www.companyspace.com](http://www.companyspace.com) (referred to as "The Service"). The Terms apply to The User's use of The Service, which is operated by Companyspace.com: Companyspace.com ApS, Mynstersvej 3, 1827 Frederiksberg, Denmark, Central Business Register (CVR) no.: DK32147496. "User" means a person who creates an account on The Service. "PremiumUser" means a User who has purchased a subscription service which provides a number of advantages. These advantages are described in section 3.2 for Companyspace Seekers, and in Section 4.5 for Landlords. The Service only shows company spaces available in EU/EEA. Please note that, although The Service is translated to different languages, the terms, the cookie policy, the data policy and all mail communication will always be in English.

### 1.2

The Service is a business-to-business service, and is therefore only for commercial use. Our users only want to rent business premises from companies, and they only want to let business premises to companies. The Service is only for commercial use. This means that you must represent a company in order to use the service. You are not permitted to use the Service as a private person or for private purposes. If you despite this create a user profile, we will consider this to be a serious abuse of the service and will likely transfer the case to our lawyer with a view to asserting a claim for compensation. A large part of the value the service delivers to users is a certainty that all other users on the platform represent a company and thus use the service for commercial use. It thus reduces the value of the service, and thus the service's ability to disrupt revenue if a user uses the service as a private person or for private purposes. This cost will be applied in a possible compensation case.

### 1.3

It is forbidden for companies in default of payment, and for bankrupt companies, to register on The Service, as The Service does not wish to connect Users with companies that have difficulty paying. The Service therefore reserves the right to deactivate profiles that are registered with email addresses or websites owned by bankrupt companies, or companies in default of payment, without notice. Companies that go bankrupt or in default of payment after registering on The Service are obligated to inform The Service of this immediately.

### 1.4

The Service is partially an automatic market platform, where Users can post user-generated content in the form of company spaces ads or companyspace seeker ads, where Landlords and Companyspace Seekers can access each other's contact details, and where Users can access search results in the form of company spaces or Companyspace Seekers. Since The Service is a market platform, that works as a meeting place between Landlords and Companyspace Seekers, The User must state correct contact details. The User is obligated to state The User's name and email address correctly. If The User has a company name, The User is obligated to state this correctly. If The User has a registration number, The User is obligated to state this correctly. This information is stated by clicking "Your profile" in the top right corner, then choose the tab "Account settings", click the button "Your data" and fill out the fields. The User is not permitted to create more than one profile on The Service without prior agreement.

### 1.5

The Service is partially a search engine which collects available company spaces from freely accessible websites via robot crawling and indexing. The company spaces that comes from the robot crawling is provided with a smaller amount of data and the User is linked to the original source. The amount of data provided on the individual search results depends on the accessibility and quality of the data on the original source.

### 1.6

Functionality for Companyspace Seekers: The Service has many elements for Companyspace Seekers, among them A: The Service is partly a search engine that gives Companyspace Seekers an overview of vacant company spaces on the market at a given time. If a Companyspace Seeker wants further information about a company space, the Companyspace Seeker is linked to the original source. B: The Service is partly an advertise media channel, where Landlords can create ads for their company spaces. If this is the case, the Companyspace Seeker receives the contact details of the landlord if the Companyspace Seeker wish the get further information. C: The Service notify the Companyspace Seeker via mail about new company spaces that are offered. D: The Service gives Companyspace Seekers the opportunity to create a companyspace

seeker ad, where the Companyspace Seeker can state their wishes, so landlords can contact the Companyspace Seeker with relevant company spaces. (See paragraph 3.2 for a description of which services Companyspace Seekers receives as an ordinary User and as a PremiumUser). It is emphasized that The Service only provides automatic contact details to Companyspace Seekers and Landlords, but is never involved in, facilitates or mediates agreements made between users of The Service.

## 1.7

Functionality for Landlords: The Service has many elements for Landlords, among them A: A Landlord may create an advertisement for available company spaces. B: Via the database with Companyspace Seekers, a Landlord can contact Companyspace Seekers that have created a companyspace seeker ad. When contacting a Companyspace Seeker via a companyspace seeker ad, the Landlord will receive an email with the Companyspace Seeker's contact details. C: The Service notify the Landlord via mail about new Companyspace Seekers that have created a companyspace search ad. (See paragraph 4.5 for a description of which services Landlords receives as an ordinary User and as a PremiumUser). It is emphasized that The Service only provides automatic contact details to Companyspace Seekers and Landlords, but is never involved in, facilitates or mediates agreements made between users of The Service.

## 2. Registration, cookies and emails

### 2.1

By creating a User profile on The Service, The User accepts these Terms.

### 2.2

Users created on the Service automatically receive the service-mails that are basic for the functionality of the Service, including e.g. invoice emails, confirmation emails, emails regarding profile optimization and matchmails that notify the user of new premises or premise seekers that match the user's search agents. In addition, upon creation, the user can choose to receive emails about the Service's products. As a User, you can unsubscribe from the various types of service emails (minus the legally required emails such as invoice emails) and emails about the Service's products by clicking on "Your profile" in the top right corner, selecting the "Account settings" tab, and then pressing the "Mail settings" button. As a User, you can always click on the link at the bottom of all emails. By clicking on this link, the User arrives at the "Mail settings" page. Mails may not be forwarded to others.

### 2.3

The User may at any time withdraw all consents by deactivating his/her account, which can be done on the page "Deactivate your user profile". The page can be found by clicking on "Your profile" in the upper right corner, choose the tab "Account settings" and click the button "Deactivate your user profile" (the User need to be logged in).

### 2.4

The Service uses cookies for many necessary functions, to improve The User experience, and for marketing and statistical purposes. At the first visit on the website, The User chooses which cookies can be used. The Service uses of cookies in accordance with the cookie policy of The Service. The User can always delete cookies stored on The User's computer in connection with his/her use of The Service, or change the selections about which cookies can be used. See a detailed description in our [Cookie Policy](#).

### 2.5

The User must stay updated on these Terms of use of The Service, and The User accepts that The Service has the right to change the Terms of use with 30 calendar days' notice. All significant changes to the Terms of use will be communicated by The Service. This information will be visible on The User's account when The User is logged in. If the changes involve legal privacy or marketing issues which require consent, The User will be asked to give such consent when logging on to The Service next time.

### 2.6

The User has the right to disable his/her account on The Service without notice. The User can disable the account by clicking "Your profile" in the top right corner, choose the tab "Account settings", click the button "Deactivate your user profile" and then follow the instructions.

### 2.7

As a User of The Service you are welcome to review our service on review websites. There is *no* incentive or reward to make a review, and no direct or indirect payment for reviewing the Service is given.

### 2.8

When creating a User profile and before purchasing a product on The Service, The User must ensure that all information on The Users data page, including country location, are correct and updated. If The User relocates to another country, this information must be updated on The User profile before purchasing a product on The Service.

## 3. For Companyspace Seekers

### 3.1

A Companyspace Seeker is a person who is currently looking for a company space. Only persons looking for new company spaces may register as Companyspace Seekers on The Service. It is emphasized that it is not permitted to create a Companyspace Seeker profile without having a real wish for a new company space, e.g. just to keep orientated about the market, since it can lead to wasting other users time. The User must ensure that the content of the posted advertisement is true and accurate. The User is not permitted to write personal data (including name, mail address, phone number, social profiles and internet address etc.) or sensitive personal information (including information about political opinions, racial or ethnic origin, religious or philosophical beliefs, trade-union membership, health-related data, data concerning a person's sex life or sexual orientation etc.). in a companyspace seeker ad. If The Service is notified that a companyspace seeker ad contains personal data or sensitive personal information, the companyspace seeker ad will be deactivated immediately. The Service has the right to show the uploaded content on other websites, on social media and on its business partners' media. The User must disable the search ad immediately and within no longer than two days, when the search is no longer relevant. If The User fails to do so, The User's account will be closed immediately, and the advertisement deleted.

### 3.2

The following services are available to the Companyspace Seeker without payment: The Companyspace Seeker can create a companyspace seeker ad. The Companyspace Seeker can receive email notifications of relevant company spaces. The Companyspace Seeker can contact created Landlords who have upgraded to PremiumUsers. The Companyspace Seeker receives the following benefits by upgrading to PremiumUser: The Companyspace Seeker's search ad will be ranked higher in search results. The Companyspace Seeker receives faster email notifications about the most wanted company spaces. The Companyspace Seeker gets access to all company spaces in The Service (if a company space is advertised by a Landlord, the Companyspace Seeker receives the Landlord's contact details. If a company space is collected by the crawler, the Companyspace Seeker is directed to the original source). The Service may however offer discount products that include fewer benefits.

### 3.3

When registering as a Companyspace Seeker, The User is obligated to post a companyspace seeker ad with a description of the Companyspace Seeker's preferences for company spaces within 3 working days.

### 3.4

The Companyspace Seeker may upload a photo when posting the companyspace seeker ad. It is the full responsibility of the Companyspace

Seeker to ensure that the photo is relevant, customary and lawful as determined by The Service. The Company seeker must have the intellectual property rights to the photo. If any uploaded material infringes third party rights, such material will be removed as soon as The Service is made aware of the infringement.

### 3.5

The Companyspace Seeker can be contacted by Landlords via mail or phone in the following situations: If the Companyspace Seeker creates a companyspace seeker ad, the Companyspace Seeker can be contacted by Landlords with offers for company spaces that match the request in the companyspace seeker ad. If the Companyspace Seeker requests information about a company space ad, the Companyspace Seeker can be contacted by the Landlord that created the ad and other Landlords with company spaces that are similar to the requested ad. If the Companyspace Seeker does not wish to be contacted by Landlords when requesting information about company space ads, this can be deselected by sending a mail to [support@companyspace.com](mailto:support@companyspace.com). Remember to await confirmation before using The Service's database with company spaces again.

### 3.6

The Companyspace Seeker accepts that The Service's database with company spaces cannot be 100 percent updated and that errors may occur in a minor portion of the search results or ads. There are several situations where errors can happen, for example: If a Landlord, who has created a company spaces advertisement on The Service, forget to deactivate the advertisement when the company spaces is no longer vacant. It cannot be avoided that a company space is taken down from an external website for a short period of time before The Service's robot visits the website where the company spaces is advertised. It cannot be avoided that company spaces that are no longer on the market sometimes will continue to appear as vacant on external websites, because the webmaster of the external website forgot to update this.

### 3.7

The Service has no inmail system, that makes it possible for the Landlord to be anonymous. Instead, the contact info of the Landlord is received directly. This may happen either in the form of a link to the website, where the landlord has advertised the premises, or in the form of direct contact info, if the landlord has created a user profile and created the premise directly on the platform. It is emphasized that the Service only provides the contact information of the landlord. The Service thus has no responsibility that the Landlord replies to inquiries in a given period of time.

## 4. For Landlords

### 4.1

A Landlord is a person (for example a landlord, real estate agent or administrator) who has right to let or sell a vacant company space. Landlords may only advertise company spaces that are either owned by themselves, or they have an unequivocal, written documented right to advertise. When registering as a Landlord, The User warrants to contact Companyspace Seekers only with offers for company spaces that the Landlord has the right to let or sell, and that match the Companyspace Seeker's preferences and needs as specified in the advertisement for company spaces.

### 4.2

The Service is a business-to-business service, and is therefore *only* for commercial use. Our users *only* want to rent business premises from companies, and they *only* want to let business premises to companies. This means that in order to use The Service, you must either represent a company, expect to represent a company in the near future, or expect to start a company in the near future. You may not use The Service as a private person or for private purposes.

### 4.3

It is the full responsibility of the Landlord to ensure that the information provided in the advertisement is true and accurate. The Landlord warrants that the Landlord holds all intellectual property rights to the material uploaded to The Service. If any uploaded material infringes third party rights, such material will be removed as soon as The Service is made aware of this. The Service has the right to show the uploaded material or part of it on Companyspace.com, on other websites, on social media and on its business partners' media. The User is not permitted to write personal data (including name, mail address, phone number, social profiles and internet address etc.) or sensitive personal information (including information about political opinions, racial or ethnic origin, religious or philosophical beliefs, trade-union membership, health-related data, data concerning a person's sex life or sexual orientation etc.) in an advertisement. If The Service is notified that an advertisement contains personal data or sensitive personal information, the profile of The User will be deactivated immediately. The User must inactivate the ad immediately when the company space is no longer vacant.

### 4.4

When sending offers or other information to Companyspace Seekers, the Landlord must make sure not to disclose other Users' contact details to others. Consequently, the Landlord may not contact more than one Companyspace Seeker in the same email in a way that allows Companyspace Seekers to see each other's email addresses.

### 4.5

The following services are available to the Landlord without payment: The Landlord can advertise a vacant company space allowing Companyspace Seekers who are PremiumUsers to contact the Landlord. The Landlord receives email notifications of relevant Companyspace Seekers who have created a companyspace seeker ad. The Landlord can obtain contact details of Companyspace Seekers who have created a companyspace seeker ad and that have upgraded to PremiumUsers. The Landlord gets the following advantages by upgrading to PremiumUser: Advertisements for company spaces created by the Landlord will rank higher in the search results. The Landlord can be contacted by all Companyspace Seekers (whether they are PremiumUsers or not). The Landlord can contact all Companyspace Seekers who have created a companyspace seeker ad. The Service may however offer discount products that include fewer benefits.

### 4.6

When a Landlord creates an ad, the Landlord may be contacted by Companyspace Seekers by email or telephone.

## 5. Disclaimer

### 5.1

The Service is partially a search engine which collects available company spaces from freely accessible websites via crawling, and partially an automatic platform with User-generated content, where Landlords and Companyspace Seekers creates company space ads or companyspace seeker ads. The Service only facilitates the information and does not assume responsibility for any information provided by Users or for any agreement entered into directly between Users. The service disclaims all responsibility for all agreements entered into between The Users. The User accepts that the total liability that may be incurred by The Service in no circumstances can be more than 0 (zero) Euro.

### 5.2

It is of no concern to The Service whether contact information delivered from The Service results in an agreement between Users, and the Service has no influence on who the Landlord decides to let or sell his companyspaces to. It is emphasized that The Service is an automatic platform that only provides contact details to Companyspace Seekers and Landlords, but is never involved in, facilitates or mediates agreements made between Users of The Service.

### 5.3

Where The Service retrieves information directly from the website of a property company or a third party, The Service is not responsible for the accuracy and correctness of such information.

#### 5.4

The User is personally responsible for the information published by The User in The Service.

#### 5.5.

The Service has been proactively optimized for the most common browsers: Chrome, Safari, Edge and Firefox. The Service is not proactively optimized for marginal browsers with a small market share, obsolete browsers and browsers that are being phased out. For instance, The Service is not proactively optimized for Internet Explorer, Opera, Tor, Vivaldi etc. However, if The Service is notified about an error in the presentation of the search engine in a browser of any kind, The Service will correct the error if relevant and possible.

### 6. Privacy policy

#### 6.1

For further details on our processing of personal data in connection with your use of The Service, see our [Privacy Policy](#).

#### 6.2

The service uses features 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. Terms of subscription

#### 7.1

The content of the digital products offered by the Service to Companyspace Seekers and Companyspace Providers is described in section 3.2 and 4.5 above. Payment for all digital products is made online with payment card. All digital products are in subscription form. All prices on the Service are stated excluding VAT. The User may enter the VAT number of the company The User represents by clicking "Your profile" in the top right corner and then choosing "Your data". The information about VAT number given by The User is validated by The Service in the EU validation system for VAT (VIES). The Service has no responsibility for technical issues, downtime etc. in relation to the validation. If The User is located in a EU country, and the validation shows that the VAT number is valid, the rules on reverse charge for VAT are applied in accordance with Council Directive 2006/112/EG, Article 226. The User confirms that it is The User's responsibility to ensure that VAT is reported correctly to the tax authorities. Payment is charged online by use of one of the available payment methods.

#### 7.2

Both Landlords and Companyspace Seekers may create a User account free of charge (see 3.2 and 4.5). Users can choose to upgrade to PremiumUser, which is a subscription product that provides several extra benefits. It is not possible to buy access to information about the company spaces individually or in the form of a ticket card. The subscription has no binding and is weekly, since short subscription periods result in a high degree of flexibility which is optimal for the company space search process.

#### 7.3

How you for example can buy a PremiumUser subscription: Create a User account or log in to an existing User account. Click on "Your profile" in the top right corner of the screen (you must be logged in to see it), choose "Account settings" and then choose "Become PremiumUser". Confirm that you wish to subscribe and accept automatic charge each time a new subscription period starts. Enter your payment details and approve the purchase. As soon as you have approved the purchase, the subscription is activated and you can start using the relevant subscription services.

#### 7.4

Current subscription prices for Companyspace Seekers: The price for first time buyers is 2 Euro excl. VAT for the first day and then 49 Euro excl. VAT per 7 days in an ongoing subscription. The price for the subscription corresponds to on average around 213 Euro excl. VAT per month. The subscription fee is automatically charged via The User's chosen payment method at the beginning of a new subscription period, until the subscription is stopped. If The User stops the subscription within 1 days of purchasing the subscription, The User pays the minimum price of 2 Euro excl. VAT. There is no minimum commitment period on the subscription beyond the current subscription period. The service may potentially offer alternative products to users (different product content, different price) based on information about the user's activity level (mailreception profile, deactivation), information about previous purchases and subscription status (active/inactive). Once The User has purchased a subscription, the price will not change during the subscription period.

#### 7.5

Current subscription prices for Landlords: The price for first time buyers is 2 Euro excl. VAT for the first day and then 49 Euro excl. VAT per 7 days in an ongoing subscription. The price for the subscription corresponds to on average around 213 Euro excl. VAT per month. The subscription fee is automatically charged via User's chosen payment method at the beginning of a new subscription period, until the subscription is stopped. If The User stops the subscription within 1 days of purchasing the subscription, The User pays the minimum price of 2 Euro excl. VAT. There is no minimum commitment period on the subscription beyond the current subscription period. The service may potentially offer alternative products to users (different product content, different price) based on information about the user's activity level (mailreception profile, deactivation), information about previous purchases and subscription status (active/inactive). Once The User has purchased a subscription, the price will not change during the subscription period.

#### 7.6

If a payment transaction is not successful, The Service will make new attempts to fulfill the transaction for a period of time in order to avoid that The User unintentionally loses the benefits that The User expects to receive, such as quick information about new company spaces on the market.

#### 7.7

When purchasing products on the Service, a receipt for the agreement and the purchase, which is in English and contains 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 the agreement (which appears from the email's dating), is sent via email. The Service stores a copy of the sent agreement. The agreement is made in the language selected by the User.

#### 7.8

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

#### 7.9

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

#### 7.10

How to stop a PremiumUser subscription: Click on "Your profile" at the top of the screen (you must be logged in on your account). Then click the page "Invoices etc.", then click the button "Access program". Follow the guide on the page that appears after clicking the button "Access program". You can also send an email to [support@companyspace.com](mailto:support@companyspace.com) if you want to terminate a subscription. When The User stops the subscription, no further amounts will be charged and the PremiumUser access will terminate automatically on expiry of the current subscription period. When the subscription is cancelled, an email is sent to the user with confirmation of the cancellation. If this 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. Unauthorised use of The Service**

### **8.1**

Any unauthorised use of The Service or breach of the Terms will be deemed a material breach of these Terms, entitling The Service to close The User's account and delete all content posted by The User. If The Service finds the breach to be of a particularly serious nature, The User may be excluded permanently from The Service.

### **8.2**

If any act or omission by The User causes information on The Service to be lost or causes harm or damage to The Service or to other Users, then The User is liable under the general rules of Danish law for any loss incurred as a result of such harm or damage. The User is not liable for any indirect loss such as loss of profit or loss of revenue. For this purpose, loss of data is considered a direct loss. In the event that a User causes harm to another User, The Service is entitled to assign its claim against The User causing the harm to the aggrieved User.

### **8.3**

The User may not decode The Service or try to get access to the source code or related documentation in any other way, including the structure of The Service, except as justified by normal use of The Service.

### **8.4**

The User may not sell, transfer, distribute, license, let, lease, or lend access to The Service to any other party or give such party access to The Service.

### **8.5**

The Service does not grant any intellectual property rights to Users, in whole or in part. The User may not copy, reproduce, publish, upload, send or distribute any material from The Service without the prior written permission of The Service.

## **Choice of law and jurisdiction**

### **9.1**

These Terms and any other agreement between The Service and The User are subject to Danish law.

### **9.2**

Any dispute arising between The Service and The User which cannot be settled amicably is to be settled by the courts of Denmark with Copenhagen City Court as the court of first instance.