

Klappir

Terms of Use

Klappir Green Solutions hf.



Klappir Green Solutions hf.
Hlíðarsmári 3
201 Kópavogur, Iceland
CN 630914-1080

KLAPPİR TERMS OF USE

Last modified 01 June 2024

1. Scope of these Terms of Use.

These Klappir Terms of Use govern your use as an end-user of Klappir’s Software Services including the web-based Sustainability Platform, platform.klappir.io. By accessing or otherwise using the Software Services, you agree to these Terms of Use. The overall agreement between the Customer, i.e. the organization or entity that has purchased a subscription to the Software Services, and Klappir is governed by the Klappir Service Terms. In case of any conflict between these Terms of Use and the Klappir Service Terms regarding your rights and obligations as a User, these Terms of Use shall prevail.

2. Definitions

The terms defined in this Article 2 shall have the following specified meaning in these Terms of Use.

“Agreement”	means the entire written agreement between Klappir and the Customer, including but not limited to, the Quotation, all accompanying documentation, the Service Terms and Klappir’s Policies.
“Confidential Information”	means information that is non-public, proprietary or relates to trade secrets or know-how that is designated as being confidential or a reasonable person should understand to be confidential.
“Customer”	shall mean organizations and entities that have purchased or otherwise procured Klappir’s Software Services.
“Customer Data”	or simply “Data” means all data, regardless of form, that is: (i) submitted or otherwise provided by Customers or otherwise on their behalf via the Software Services and/or (ii) collected from Customers and their assets’ operations hardware or software and/or (iii) data from third party sources relating to Customer assets or operations. This may include internally collected data through User inputs into the Software Services.
“Documentation”	refers to all written materials and manuals made by Klappir accompanying the provision of the Software Services, including but not limited to: User manuals, documents delivered at seminars and webinars and any other written instructions of use made by Klappir.
“Information”	refers to all Data analytics provided by Klappir via the Software Services.
“Invitation”	refers to the login codes provided by Klappir to you for initial access to the Software Services.
“Klappir”	means Klappir Green Solutions hf., also registered by its Icelandic name Klappir Grænar Lausnir hf, an Icelandic corporation.
“User” and “you”	shall mean individuals who use the Software Services as end-users. Users are often, but not exclusively, employees of Customers.

3. User Account and Access Control.

- 3.1. Users affiliated with a Customer can register to use the Software Services by requesting an Invitation from Klappir or other Users with appropriate permissions, e.g. Users within the same Customer. Users access the Software Services using login credentials consisting of email addresses and passwords. Users are responsible for maintaining the confidentiality of their passwords and ensuring that their use of the Software Services complies with these Terms of Use and applicable laws, including data protection regulations.
- 3.2. Users must report any suspected security breaches or unauthorized access immediately to Klappir. Users are also responsible for ensuring that any personal data they submit to the Software Services is accurate and up-to-date.

4. Permitted use

- 4.1. Subject to these Terms of Use and the Service Terms agreed to by the Customer you are affiliated with, Klappir grants you a limited, worldwide, non-transferable, non-sublicensable, non-exclusive right to use the Software Services for the Customer's business purposes, in accordance with the provided documentation.
- 4.2. Permitted use includes activities such as data entry, analysis, and report generation related to sustainability. Unauthorized use includes but is not limited to illegal activities, sharing access with unauthorized users, and reverse engineering the software. Unauthorized use may result in the immediate termination of access and potential legal action.

5. Unauthorized use

- 5.1. You may not use the Software Services, Data or Information for any illegal or unethical purpose or in any manner inconsistent with these Terms of Use. Except as expressly permitted in these Terms of Use or otherwise in writing by Klappir, you may not copy, reproduce, republish, recompile, redeliver, decompile, disassemble, reverse engineer, distribute, publish, display, modify, upload, post, transmit, create derivative works from, or in any other way create a misimpression or confusion with respect to sponsorship or affiliation or exploit in any way material from the Software Services, Data or Information.
- 5.2. Klappir is not liable for any unauthorized use of Data or Information submitted to the Software Services. You shall remain liable for any confidential or proprietary information you disclose in the Software Services without authorization of the proprietor.
- 5.3. Klappir has no obligation to monitor the Data submitted by you or your Users. However, Klappir shall have the right to remove any Data that is reasonably deemed by Klappir to be in violation of these Terms or the Agreement and shall bear no liability to you for such removal of Data.
- 5.4. The Software Services are not intended for use by anyone under the age of 16 unless otherwise explicitly specified by Klappir.
- 5.5. Klappir may, without notice, choose to block your access to the Software Services if Klappir has reason to believe that the Software Services are being used by an unauthorized person, in any manner inconsistent with these Terms or for other similar reasons deemed appropriate by Klappir in its sole discretion.

6. Privacy

- 6.1. Klappir processes certain personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (“GDPR”) to provide the Software Services. This may include processing your name, email address, and other relevant personal data necessary for account management and service provision. The legal basis for this processing is the performance of a contract. Personal data will be retained for as long as necessary to fulfill the purposes outlined, after which it will be securely deleted.
- 6.2. As a data subject, you have the right to access, rectify, or erase your personal data, restrict or object to its processing, and request data portability. You may contact us via the email address contact@klappir.com for any privacy-related inquiries or to exercise your rights.
- 6.3. Klappir adheres to the principles of data minimization and purpose limitation as outlined in GDPR. The Software Services are not intended for the processing of sensitive personal data as defined in Article 9(1) of GDPR. Users must not submit sensitive personal data unless expressly permitted by the applicable Documentation. Only the personal data necessary for the provision of the Software Services should be collected and processed.
- 6.4. Customers are the controllers of any personal data submitted by their Users into the Software Services in accordance with Article 24 of GDPR. Klappir may engage third-party processors to assist in providing the Software Services. These processors are contractually obligated to process personal data only on Klappir’s instructions and in compliance with GDPR. Details of these processors can be found in our Privacy Statement: <https://www.klappir.com/privacy-statement>.
- 6.5. By using the Software Services, you acknowledge that Klappir may use your contact information to send you communications about updates to the Software Services and other relevant information. With your explicit consent, Klappir may send you other marketing-related information. You can opt out of marketing communications at any time by following the instructions provided in each communication or by contacting contact@klappir.com or by opting out via links provided in our communications. This does not apply to essential communications necessary for the performance of the Agreement.
- 6.6. Klappir may use a user-specific identification number to monitor your navigation of the Software Services, for analytic purposes in order to enhance the user experience.
- 6.7. Personal data may be transferred to and processed in countries outside the European Economic Area (EEA). Klappir ensures that such transfers are conducted in compliance with GDPR, utilizing appropriate safeguards approved by the European Commission to protect your data.
- 6.8. In the event of a data breach that may affect your personal data, Klappir will notify you and the relevant supervisory authority without undue delay, in accordance with GDPR requirements. Notifications will include information about the nature of the breach, the affected data, and any steps taken to mitigate the breach and prevent future occurrences.

7. Intellectual Property

- 7.1. The Software Services are the exclusive property of Klappir, made available to you on a limited access basis through the Software as a Service (SaaS) delivery model. No ownership rights are conveyed by a Customer's purchase of a subscription to the Software Services. You acknowledge and agree that the Software Services, any necessary third-party software used in connection with the Software Services (if any) and any Data or Information available in the Software Services may contain proprietary and Confidential Information that is protected by applicable intellectual property laws and other laws. Except as expressly permitted by applicable law or authorized by Klappir or applicable third-party service providers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Software Services or Information available in the Software Services (other than Data that you may submit and derivative information), in whole or in part.
- 7.2. Klappir grants you a personal, non-transferable and non-exclusive right to access and use the Software Services; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software Services. You agree not to access the Product by any means other than through the interfaces that are provided by Klappir for use in accessing the Product.
- 7.3. The name Klappir, the Klappir logo and other Klappir logos and product and service names are the exclusive trademarks and tradenames of, and are owned by, Klappir, and you may not use or display such trademarks or tradenames in any manner without Klappir's prior written permission. Any third-party trademarks or service marks displayed on the Software are the property of their respective owners.
- 7.4. Data and Information may be protected by copyright, trademark, international treaties and other proprietary rights and laws of the European Union, the United States and other jurisdictions. You agree to abide by all applicable intellectual property laws, as well as any additional notices or restrictions contained in the Data and Information. Unauthorized use of the Data and the materials contained in the Data may violate applicable copyright, trademark or other intellectual property laws or other laws.
- 7.5. Klappir reserves the right to independently use any comments, suggestions or similar feedback from you or your Users in order to enhance the Software Services or develop and market new technology without owing any obligation or royalty. Nothing in these Terms shall be interpreted as restricting that right.

8. Dispute Resolution

- 8.1. These Terms shall be governed by and construed in accordance with Icelandic law.
- 8.2. Any disputes arising out of the interpretation of these Terms of Use shall be resolved in accordance with the dispute settlement section of the Klappir Service Terms.

9. Updates to Terms and Software Services

- 9.1. Klappir may modify and update these Terms of Use from time to time and will notify you in accordance with these Terms of Use and post the most up to date version of the Terms of Use on the Klappir

Website and in the Software Services with reasonable notice before changes taking effect. Continued use of the Software Services after updates signifies your acceptance of the revised Terms. For significant changes, explicit user consent may be required.

10. Notices

- 10.1. All notices relating to these Terms must be given in writing. Klappir may provide notices to the email addresses provided by you and/or your Users and associated with your Account or send you notices via the Software Services. Klappir's notices will be deemed delivered on the next business day after sending.
- 10.2. You may give notices to Klappir by post to Klappir Green Solutions hf., Attn: Legal, Hlíðasmári 3,201 Kópavogur, Iceland. Your notices will be deemed delivered upon receipt.
- 10.3. For notices unrelated to these Terms and the Agreement, please refer to email addresses made available on the "contact us" page of the Klappir Website.