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We'd love to route this to the right team — tap all that apply, or add a couple of specifics.

Edit my message | Send as-is anyway

Choosing "Send as-is anyway" will deliver your message to the team, flagged for follow-up.

podcasts **Podcast** ×

Your browser does not support the audio element.

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Your browser does not support the video tag.

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Terms & Conditions

ConPDS ApS — Effective date: 15 April 2026 · Last updated: 9 July 2026

These Terms and Conditions ("Terms") govern your access to and use of the products and services (the "Services") provided by **ConPDS ApS**, with its office at Lille Gedved 6, 8700 Horsens, Denmark and mailing address at Vestervang 21, 8700 Horsens, Denmark, VAT No. DK35828192 ("ConPDS", "we", "us", or "our").

By accessing or using our Services, you agree to be bound by these Terms. If you do not agree, please do not use the Services.

1. The Services

ConPDS offers the following products and services, collectively referred to as the "Services" unless a provision applies to a specific product only:

- **ConPDS Checker** — a cloud-hosted software-as-a-service (SaaS) platform for container inspection photo documentation, including mobile applications, a web dashboard, optical character recognition (OCR), automated photo delivery, and related integrations. ConPDS Checker is hosted on ConPDS servers and made available on a subscription basis.
- **ConPDS OCR REST API** — a cloud-hosted API service providing optical character recognition for shipping container numbers and other identifiers. The API is accessed programmatically via Customer-specific API keys and is made available on a subscription or usage-based basis as specified in the applicable order form.
- **ConPDS Tracker and ConPDS Autogate** — on-premise software installed and operated on the Customer's own infrastructure for container OCR, gate workflow management, and automated gate documentation. ConPDS provides the software licence, updates, and support; the Customer is responsible for the hardware, network, and operating environment.

Where a provision of these Terms applies only to a specific product, it is identified as such. Where no product is specified, the provision applies to all Services.

The Services may include automated optical character recognition (OCR) for container numbers and other identifiers. OCR results are provided on a best-effort basis and may contain inaccuracies. The Customer is responsible for verifying OCR output before relying on it for business decisions, regulatory compliance, or dispute resolution. ConPDS does not guarantee the accuracy, completeness, or reliability of any OCR-generated data. For the ConPDS OCR REST API in particular, recognition results are returned as-is and the Customer is solely responsible for validation and any downstream use of the output.

2. Account Registration, Access, and Authorisation

ConPDS Checker: To use ConPDS Checker, you must create an account and authorise each mobile device against your designated ConPDS tenant. You agree to:

- Provide accurate and complete registration information;
- Keep your account credentials and device PIN codes confidential;
- Notify us immediately of any unauthorised use of your account or devices;

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- Be responsible for all activities that occur under your account.

Unauthorised devices cannot upload data to the platform.

ConPDS OCR REST API: Access to the OCR REST API is granted via API keys issued by ConPDS. API keys are personal to the Customer and strictly non-transferable. The Customer must not share, publish, embed in client-side code, or disclose API keys to any third party. The Customer is liable for all usage that occurs under their API keys. If a key is compromised or suspected of being compromised, the Customer must notify ConPDS immediately so the key can be revoked and reissued.

ConPDS Tracker and ConPDS Autogate: On-premise deployments are activated via licence keys issued by ConPDS. Account and user management within the on-premise installation is handled by the Customer on their own infrastructure. The Customer is responsible for controlling access to the software and ensuring that only authorised personnel operate it.

3. Acceptable Use and Restrictions

You agree to use the Services only for lawful purposes and in accordance with these Terms. You are solely responsible for ensuring that your use of the Services complies with all laws and regulations applicable in your jurisdiction. You must not:

- Use the Services to transmit unlawful, harmful, or infringing content;
- Attempt to gain unauthorised access to our systems;
- Interfere with or disrupt the integrity or performance of the Services;
- Use automated means to access the Services without our prior written consent;
- Use the Services in any manner that could damage, disable, overburden, or impair them;
- Reverse engineer, disassemble, decompile, or otherwise attempt to derive source code from the Services;
- Sublicense, sell, resell, transfer, assign, or redistribute the Services or any part thereof to any third party;
- Use the Services to develop a competing product or service.

Additional restrictions for the ConPDS OCR REST API:

- The Customer must not exceed the rate limits or call volumes agreed in the applicable order form or subscription agreement;
- The Customer must not submit synthetic, adversarial, or deliberately misleading images designed to probe, benchmark against competitors, or reverse-engineer the OCR model;
- The Customer must not share API keys with any third party (see Section 2);
- The Customer must not use the OCR REST API to build, offer, or operate a service for third parties — whether commercial or free — unless explicitly agreed in writing with ConPDS. This includes wrapping the API in another product, offering OCR results as a service, or granting third-party access to the API in any form.

4. Subscription, Licensing, and Payment

The applicable fees, billing cycle, and pricing model are specified in the Customer's subscription agreement, licence agreement, or order form. Pricing models vary by product and may include fixed subscription fees, usage-based billing, or licence fees as applicable.

ConPDS Checker: Invoices are issued either monthly (in advance on the last day of the month) or yearly (on the contract effective date).

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ConPDS OCR REST API: Invoices are issued as specified in the applicable order form and may be based on fixed subscription fees, per-call usage, or a combination thereof.

ConPDS Tracker and ConPDS Autogate: Invoices are issued as specified in the applicable licence or subscription agreement.

Default payment terms are Net 14 days from the date of invoice unless otherwise agreed. ConPDS reserves the right to suspend the performance of the Services or to terminate the agreement if payment is not received within the agreed terms. When a subscription is renewed, prices for the next period may be adjusted in accordance with the Net Price Index specified for Denmark by Statistics Denmark.

5. Ownership of Work Product and Licence Grants

All work product created by ConPDS or through collaborative efforts between ConPDS and the Customer in connection with the Services — including but not limited to software (object code and source code), inventions, processes, techniques, designs, methods, know-how, and any other intellectual property — shall belong exclusively to ConPDS. Nothing in these Terms transfers any intellectual property rights to the Customer.

ConPDS Checker and ConPDS OCR REST API: The Customer is granted a limited, non-exclusive, non-transferable right to access and use the hosted service solely for internal business purposes during the subscription term.

ConPDS Tracker and ConPDS Autogate: The Customer is granted a limited, non-exclusive, non-transferable licence to install and operate the software on the Customer's designated hardware solely for internal business purposes, subject to the terms of the applicable licence agreement. The Customer must not copy, modify, or distribute the software beyond what is necessary for its intended operation.

6. Data Storage and Management

Ownership of Data: All data uploaded to or generated within the ConPDS platform or submitted to the ConPDS OCR REST API for the Customer's use remains the Customer's sole property, subject to the data use rights described below. The Customer is solely responsible for the legality, accuracy, and appropriateness of all data submitted to the Services, including ensuring that the Customer has all necessary rights, consents, and legal bases to submit such data and that it does not infringe any third-party rights.

Storage Location: For cloud-hosted Services (ConPDS Checker and ConPDS OCR REST API), ConPDS ensures that all customer data is stored exclusively in secure data centres located within the European Union, in compliance with EU data sovereignty and protection regulations.

Access to Data: For ConPDS Checker, the Customer may access and extract data at any time via the standard features of the platform.

Use of Data — ConPDS Checker: ConPDS reserves the right to use anonymised and aggregated data, including images, solely to improve services and enhance the performance of its OCR engine, in compliance with applicable data protection laws.

Use of Data — ConPDS OCR REST API: By submitting images to the OCR REST API, the Customer acknowledges and agrees that ConPDS retains copies of the submitted images. These retained images are used solely for training, improvement, and benchmarking of ConPDS OCR technology across all

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ConPDS products. Retained images are stored within the European Union and are not shared with third parties. The Customer warrants that it has the right to submit all images and that, if images contain personal data, the Customer has established the appropriate legal basis under applicable data protection laws. The Customer may request deletion of retained images by contacting ConPDS at info@conpds.com.

Use of Data — ConPDS Tracker and ConPDS Autogate: Data processed by on-premise installations of ConPDS Tracker and ConPDS Autogate resides on the Customer's own infrastructure. ConPDS does not host, access, or manage on-premise data unless the Customer explicitly enables cloud synchronisation or requests remote support. The Customer is solely responsible for the security, backup, retention, and deletion of all data processed on-premise.

Data Retention and Deletion: Upon termination of the agreement or suspension of cloud-hosted Services, customer data will be retained for a grace period of thirty (30) days, during which the Customer may extract its data. After this period, ConPDS will permanently delete all customer data unless otherwise required by applicable law. This clause does not apply to on-premise data, which remains under the Customer's control, nor to images retained for OCR training purposes under the OCR REST API clause above.

Data Security: ConPDS employs robust security measures to protect customer data hosted on its infrastructure from unauthorised access, loss, or corruption. Regular backups are performed to ensure data recoverability in case of accidental loss or system failure.

7. Third-Party Services and Integrations

The Services may integrate with or depend on third-party services, platforms, or APIs (including but not limited to depot management systems, AEMS, email providers, and cloud infrastructure). ConPDS is not responsible for the availability, accuracy, or performance of any third-party service. Any disruption, modification, or discontinuation of a third-party service that affects the functionality of the Services shall not constitute a breach of these Terms by ConPDS.

8. Disclaimer of Warranties

To the fullest extent permitted by law, ConPDS disclaims all warranties, express, implied, or statutory, including but not limited to implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. ConPDS does not warrant that use of the Services will be uninterrupted, error-free, or secure, that defects will be corrected, or that servers are free of viruses or other harmful components. ConPDS does not guarantee any specific level of service availability or uptime.

9. Limitation of Liability

In no event shall ConPDS be liable towards the Customer or any other party for any special, exemplary, incidental, consequential, or indirect damages, including but not limited to lost profits, loss of data, loss of business opportunity, or business interruption, whether arising out of contract, tort, strict liability, or otherwise, even if ConPDS has been advised of the possibility of such damages.

To the maximum extent permitted by applicable law, ConPDS's total aggregate liability arising out of or in connection with these Terms or the Services shall not exceed the total fees actually paid by the Customer to ConPDS in the twelve (12) months immediately preceding the event giving rise to the claim.

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10. Indemnification

The Customer agrees to indemnify, defend, and hold harmless ConPDS and its officers, directors, employees, agents, and subcontractors from and against any claims, demands, suits, losses, liabilities, damages, penalties, fines, costs, and expenses (including reasonable legal fees) arising from or in connection with:

- The Customer's use of the Services or breach of these Terms;
- Any data or content uploaded or submitted by the Customer to the Services;
- The Customer's violation of any applicable law or regulation;
- Any claim by a third party resulting from the Customer's use of the Services.

11. Force Majeure

ConPDS shall not be liable for any failure or delay in the performance of its obligations under these Terms caused by events beyond its reasonable control, including without limitation natural disasters, acts of God, war, terrorism, civil unrest, pandemics, government actions, power or internet failures, failures in transportation or communication, the Customer's failure to furnish necessary information, sabotage, labour disputes, accidents, shortages of labour or equipment, or technical failures of third-party infrastructure. During such events, ConPDS's affected obligations shall be suspended for the duration of the force majeure event.

12. EU GDPR Compliance

ConPDS Checker: ConPDS acknowledges and agrees that it acts as a "processor" of "personal data" for the Customer under the European Union's General Data Protection Regulation (GDPR). ConPDS represents and warrants that:

- It is aware of and understands its compliance obligations as a processor under GDPR;
- It has adopted a GDPR compliance policy and programme;
- It will process personal data only per the Customer's instructions;
- It shall comply with all applicable requirements of the GDPR.

Where ConPDS processes personal data on the Customer's behalf, the parties shall enter into a Data Processing Agreement as required by applicable law.

ConPDS OCR REST API: For the purpose of performing optical character recognition, ConPDS acts as a processor on the Customer's behalf. With respect to images retained for OCR training and improvement purposes (as described in Section 6), ConPDS acts as an independent controller and processes such data on the legal basis of legitimate interest in improving its products and services. The Customer acknowledges this dual role by using the OCR REST API.

ConPDS Tracker and ConPDS Autogate: On-premise software runs entirely on the Customer's infrastructure. ConPDS does not process personal data in connection with on-premise deployments unless the Customer enables cloud synchronisation or requests remote support, in which case the parties shall enter into a Data Processing Agreement. In the absence of such services, the Customer is the sole controller and processor of all data within its on-premise installation.

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13. NIS2 Compliance

ConPDS acknowledges the requirements of the EU Directive on the security of network and information systems (NIS2 Directive) and confirms that its operations comply with applicable requirements.

Cloud-hosted Services (ConPDS Checker and ConPDS OCR REST API):

- ConPDS has implemented appropriate measures to ensure the security and integrity of its systems and services, including risk management protocols, business continuity, and incident response measures;
- Customers will be promptly informed of any incidents that may affect their data or services, including a summary of the incident and the actions being taken to mitigate risks.

On-premise software (ConPDS Tracker and ConPDS Autogate): The Customer is responsible for NIS2 compliance of its own infrastructure, network, and operational environment. ConPDS commits to secure software development practices and timely disclosure of known vulnerabilities affecting its on-premise software products.

14. Confidentiality

Each party agrees to keep confidential any non-public information disclosed by the other party in connection with the Services, and not to disclose such information to third parties without prior written consent, except as required by law.

15. Subcontractors

ConPDS reserves the right to engage subcontractors or subprocessors to perform parts of the Services, provided that ConPDS remains responsible for their compliance with these Terms. Where subprocessors handle personal data, ConPDS shall ensure that appropriate data processing agreements are in place in accordance with applicable data protection laws.

16. Limitation Period

No action, regardless of form (including in contract, tort, or otherwise), arising in connection with the performance of these Terms may be brought by either party more than one (1) year after the date of the occurrence on which the action is based.

17. Suspension and Termination

Subscriptions and licences are stipulated for an indefinite duration. Ninety (90) days before the expiry of every 12-month period, either party may give written notice of termination.

ConPDS reserves the right to suspend or terminate your access to the Services immediately and without prior notice if you: (a) fail to make payments within the agreed terms; (b) materially breach these Terms; (c) use the Services in a manner that could expose ConPDS to legal liability; or (d) become subject to insolvency proceedings. For non-payment or curable breaches, neither party may terminate without first giving the other party written notice and a reasonable opportunity (not less than 30 days) to rectify the situation.

ConPDS OCR REST API: ConPDS may revoke API keys and suspend access immediately if the Customer exceeds agreed rate limits, shares API keys with third parties, or uses the API to provide services to third parties without prior written agreement from ConPDS.

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ConPDS Tracker and ConPDS Autogate: ConPDS may revoke the software licence for non-payment or material breach, which includes disabling licence activation and withholding software updates.

Upon termination, your right to access cloud-hosted Services immediately ceases, subject to the 30-day data retention grace period described in Section 6. For on-premise software, the Customer must cease all use and uninstall the software upon licence revocation. Any outstanding fees for the remainder of the subscription or licence period shall remain due and payable.

18. Good Faith

The parties expressly assume an obligation to act in good faith toward one another in the performance of their obligations under these Terms.

19. Changes to These Terms

We may update these Terms from time to time. We will notify you of material changes by email or by posting a notice in the Services at least thirty (30) days before the changes take effect. Continued use of the Services after such changes constitutes your acceptance of the updated Terms. If you do not agree to the revised Terms, you must discontinue use of the Services before the changes take effect.

20. Assignment

The Customer may not assign, transfer, or delegate this agreement or any rights or obligations hereunder without the prior written consent of ConPDS. ConPDS may assign this agreement in whole or in part, including in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets, without the Customer's consent. Any attempted assignment in violation of this section shall be void.

21. Notices

All notices under these Terms shall be in writing and shall be deemed effectively given: (a) upon personal delivery; (b) upon confirmed transmission by email to the address on record; or (c) one business day after deposit with a recognised overnight courier service. Notices to ConPDS shall be sent to the contact details in Section 24. Notices to the Customer shall be sent to the email address associated with the Customer's account.

22. Governing Law and Disputes

These Terms are governed by the laws of Denmark. Where not stated otherwise, the general rules of Danish law apply. The parties must seek to resolve disagreements by negotiation. If a dispute is not resolved within 14 days after a written request for negotiation, it shall be brought before the District Court in Aarhus, Denmark, unless the parties agree otherwise.

23. Miscellaneous

These Terms, together with any applicable subscription agreement, licence agreement, and their annexes, constitute the entire agreement between the parties and supersede any previous agreements on the same subject matter. No amendments shall be valid unless in writing and signed by both parties. ConPDS is an independent contractor. If any provision is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

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Waiver: The failure of ConPDS to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver of any provision shall be effective only if in writing and signed by ConPDS.

Survival: Sections 5 (Ownership of Work Product and Licence Grants), 6 (Data Storage and Management), 8 (Disclaimer of Warranties), 9 (Limitation of Liability), 10 (Indemnification), 12 (EU GDPR Compliance), 14 (Confidentiality), 16 (Limitation Period), 22 (Governing Law and Disputes), and this Section 23 shall survive any termination or expiration of these Terms.

24. Contact

For questions about these Terms, please contact us:

- Email: info@conpds.com
- Phone: +45 60 40 70 00
- Office: Lille Gedved 6, 8700 Horsens, Denmark
- Mailing: Vestervang 21, 8700 Horsens, Denmark

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