

CookiePro™ Terms of Service

1. AGREEMENT BETWEEN YOU AND COOKIEPRO

1.1. These Terms of Service (the “**Terms**”) govern your acquisition and use of the services on our website cookiepro.com. By accepting these Terms, either by clicking a box or button indicating your acceptance or by executing an order form or other document referring to these Terms, you agree that these Terms form part of the agreement for your use of the service (the “**Agreement**”).

1.2. These Terms were last updated on May 21, 2018 and are effective between you and CookiePro as of the date when you place an order or set up an account at cookiepro.com. CookiePro reserves the right to change these Terms from time to time. If such changes are considered material, CookiePro will inform registered customers about the changes by email, and the changes will take effect one month after such emails have been sent. Your continued use of our website or services after such changes will constitute acknowledgment and acceptance of the modified Terms.

1.3. In case of any discrepancies between the wording of our website and these Terms, these Terms prevail. Any additional or different terms or conditions proposed by you (whether by order, purchase order, counter-offer, acknowledgement, electronic data interchange, or otherwise) are hereby expressly objected to and will not be in any way binding upon CookiePro.

1.4. These Terms as well as all other texts throughout the website may be translated from English to other languages. These are unofficial translations and are only provided as convenience translations. They should therefore be interpreted in accordance with their English language versions which will prevail in the event of any discrepancy between the English version and the translation. CookiePro assumes no liability for any errors, omissions or ambiguities in the translations. Any person or entity choosing to rely on the translated content does so at their own risk. When in doubt, please always refer to the official English language version.

2. THE SERVICES WE DELIVER – AND WHAT YOU NEED TO DO

2.1. CookiePro Subscription

2.1.1. Subject to the sign-up procedure on our website and payment of the Subscription Fee (as defined in clause 3.1 below), CookiePro will deliver to you the services (“**CookiePro Service**”) described on our website on a non-exclusive basis.

2.1.2. The CookiePro Service is designed as a service to assist you with your compliance with European Union (“**EU**”) regulations concerning the use of cookies on your website and to help you obtain the relevant consents to the use of cookies from the users of your website. CookiePro is only the service provider of the software, and it is your own responsibility to ensure correct implementation and provide relevant input to the system, including drafting an appropriate wording of the request for consents and providing the necessary information to the users of your website in order to obtain an “informed”, “prior” and “implied” or “explicit” consent as appropriate. The relevant EU legislation is not necessarily implemented in the same way in all EU countries, and we cannot guarantee that using the CookiePro Service will automatically lead to compliance with all relevant rules and regulations concerning the use of cookies or the collection of consents to the use of cookies. We encourage you to seek local legal advice to ensure compliance with local legislation when implementing the solution on your website and to tailor the wording of the consents to be shown on your website.

2.2.3. If you use the CookiePro Service to exempt strictly necessary cookies in case a user declines the use of cookies, it is your responsibility to ensure that such cookies are strictly necessary to enable the basic functionality that the user actively seeks on your website in accordance with current legislation.

2.1.4. The CookiePro Service itself automatically sets up a cookie in the user’s web browser when the user visits your website which stores the user’s consent.

2.1.5. A user may withdraw a consent at any time by deleting the cookie mentioned in clause 2.1.4. Alternatively, a user may change a consent by going into the preference manager in the CookiePro Service as applicable.

2.1.7. A user consent is logged and documented and stored in a data center with CookiePro's cloud vendor, Microsoft, in Germany with a back-up data center also located in Germany.

2.1.8. If your subscription is managed by an authorized CookiePro reseller, the reseller may have access to collected data and configurations when managing your subscription, but the reseller has no right to share, use or sell the collected data and configurations. Collected data and configurations will not be shared with or sold to other third parties by CookiePro except for our affiliates.

2.3. CookiePro is the data processor and acts only on instruction by you as the data controller. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, CookiePro takes appropriate technical and organizational security measures to protect data against accidental or unlawful destruction, loss or alteration and against unauthorized disclosure, misuse or illegal processing. If any data originates from the European Economic Area ("EEA") under this Agreement, we will not transfer the data outside of the EEA unless we have taken such measures as are necessary to ensure the transfer is in compliance with applicable data protection law. For this purpose, you acknowledge that we shall provide adequate protection for such data by virtue of our or our affiliate having self-certified compliance with the EU-U.S. and Swiss-US Privacy Shield Frameworks. You may not access the CookiePro Service from a country with data localization laws that would require your environment to be hosted in said country.

2.4. CookiePro organizes its resources to provide a high level of service with at least 99.9% uptime on the operation of the cloud service and a response time of less than 1 business day for critical support requests (blocking event) and 10 business days for non-critical support requests (non-blocking event).

2.5. CookiePro is a self-serve service. As a customer, you can submit questions, comments or suggestions using the helpdesk at cookiepro.com/support. You may sign up for additional support packages that may be available for purchase from time to time with pricing and features as described on the cookiepro.com website.

3. PRICES

3.1. CookiePro Subscription

3.1.1. All subscriptions will include monthly website scans, consent banner and cookie declaration on your website. You may select from and sign up for the different subscription levels described on our website from time to time. Specific features for each subscription level are set forth on our website.

3.1.2. Current prices can be found at cookiepro.com/pricing. Pricing is on a per-domain basis.

3.1.3. The prices may be changed by CookiePro at any time subject to 90 days' notice which will be sent to you by email if you have registered a user account on our website.

3.1.4. Trial Version

3.1.4.1. If you sign up for a trial version of CookiePro, you may use the free version of the service free of charge for the trial time period indicated on our website at the time you sign up ("Trial Period"). The features for the Trial Version are described on our website.

3.1.4.2. At the conclusion of the specified Trial Period, you may terminate your subscription by contacting cancel@cookiepro.com. To the extent that you continue to use the CookiePro Services after the end of the Trial Period, the Trial Version subscription shall convert to subscription under these Terms at CookiePro's then-current rates, terms, and conditions.

3.1.5. Free Subscription

3.1.5.1. If your domain meets the criteria for a Free Subscription as described on our website, you can sign up for a Free Subscription, which is free of charge and limited to the features described as applicable to the Free Subscription on our website. You can only sign up for the Free Subscription for one domain.

3.1.5.3. The Free Subscription will be automatically upgraded to a trial version if a scan of your domain shows that it exceeds the page limitation for the Free Subscription. You will be notified of such upgrade by email.

4. **PAYMENT AND INVOICING**

4.1. Subscriptions are billed monthly in advance or yearly in advance as selected for your order and are payable by credit card. You must provide us with valid and updated credit card information when signing up for CookiePro with your credit card. You authorize us to recurrently charge such credit card for all services you have accepted to buy from our website. By accepting a billing agreement using our service vendor, you authorize CookiePro as a merchant to initiate payment collection without further consent from you.

4.2. You are obliged to keep your payment details up to date. You can renew your payment authorization via the “My account” menu on our website after login.

4.3. We will draw the first month’s/year’s subscription fee and any applicable VAT or sales tax after the domain(s) has/have been added to your account. Subscription fees listed on our website are exclusive of value added tax chargeable from time to time (VAT) or any other relevant local sales taxes, for which you are responsible.

4.4. Any additional domains added to your CookiePro account during the yearly payment term may be billed separately to align the billing cycle for the additional domain and your other domain(s).

4.5. After each monthly domain scan, CookiePro reserves the right to automatically fix the size of the next subscription fee for each domain name based on the number of subpages found.

4.6. Invoices will be sent to the email address registered on your CookiePro account. When you log into CookiePro, you can view and download invoices issued to you under the “My account” menu.

4.7. You may change the payment term on your user account at cookiepro.com at any time.

4.8. If you pay by credit card, we will pay all transaction fees.

4.9. All orders will be charged in US Dollars (USD), Euro (EUR), or Pound Sterling (GBP) depending on your account currency setting or as indicated at the time of ordering.

5. **TERM AND TERMINATION**

5.1. The Agreement and your subscription to our services will be effective from the moment you sign up for our services on our website and until the subscription and the Agreement is terminated by you or us. Termination does not affect any rights, remedies, obligations or liabilities of you or us that have accrued up to the date of termination.

5.2. You may cancel your subscription or remove a domain from your configuration at any time without notice to expire at the end of the current billing period. You can cancel your subscription by clicking “Cancel my account” under the “My account” menu on our website or contacting cancel@cookiepro.com. Your data (including account information, invoices and collected user consents) may be permanently deleted without further warning or any option to restore. It is your obligation to delete the CookiePro scripts on your website before you cancel your account since the scripts will not work from the time you cancel your account. We may cancel your account at any time for any reason including if you violate these Terms, fail to pay the applicable fees, or become insolvent.

5.3. Yearly payments made in advance will not be refunded if you cancel your subscription or remove a domain from your CookiePro account. Monthly payments will not be refunded if you cancel your subscription or remove a domain part way through the month.

6. RESPONSIBLE USE AND CONDUCT

By visiting our website and accessing the information, resources, services, products and tools we provide for you, both free and payable, either directly or indirectly (the "**Resources**"), you agree to use these Resources only for the purposes permitted by (a) these Terms and (b) applicable laws, regulations.

Wherein, you understand that:

a. In order to access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process or as part of your ability to use the Resources. You agree that any information you provide will always be accurate, correct and up to date.

b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account(s).

c. You may only permit authorized users who possess rightfully obtained login information to use the Resources, and you must ensure that anyone who uses the Resources does so only for your authorized use and complies with these Terms.

d. You may not make the Resources or any login information available to any third party, including, without limitation, in any form by rental, service bureau, hosting, time sharing arrangement or demonstration of the Resources to any third party. You may not use the Resources for the benefit of a third party. You may not disclose to any third party the results of any benchmarking or comparative study or analysis involving the Resources.

e. Accessing (or attempting to access) any of our Resources by any means other than through the means we provide is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical or unconventional means. You may not use the CookiePro Services to store or transmit any "protected health information" as that term is defined in 45 United States Code of Federal Regulations C.F.R. 160.103, unless expressly agreed to otherwise in writing by CookiePro.

f. Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks at which our Resources are located or to which they are connected, is strictly prohibited. This includes restricting in any way any other authorized user from using the Resources. We may suspend your use of the CookiePro Services if your use causes or is reasonably likely to cause damage to the CookiePro Service or another customer.

g. Attempting to copy, duplicate, reproduce, sell, trade or resell our Resources is strictly prohibited unless otherwise agreed in writing.

h. The Resources may not be used in any way that is unlawful or which harms CookiePro (or its third party licensors) or the CookiePro Service as determined by CookiePro in its sole discretion.

i. You must use your best efforts to cooperate with and assist CookiePro in identifying and preventing any unauthorized use, copying or disclosure of the Resources or any portion thereof.

j. If you learn of any actual or threatened infringement of the Resources through piracy, or if any piracy or infringement claim is made against you by a party other than CookiePro in connection with your use of the Resources, you must notify CookiePro as soon as possible.

k. You are solely responsible for any consequence, loss or damage which CookiePro may directly or indirectly incur or suffer due to any unauthorized activities conducted by you as described above and which may incur criminal or civil liability.

l. We may provide various open communication tools on our website, such as a help desk, blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. You understand that we do not generally pre-screen or monitor the content posted by users of these various communication tools which means that if you choose to use these tools to submit any type of content to our website it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share or otherwise distribute any content that:

i. Is illegal, threatening, defamatory, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist or contains any type of improper or inappropriate language;

ii. Infringes on any trademark, patent, trade secret, copyright or other proprietary right of any party;

iii. Contains any type of unauthorized or unsolicited advertising; or

iv. Impersonates any person or entity, including any CookiePro employees or representatives.

m. We have the right to remove at our sole discretion any content that we find in our judgment does not comply with these Terms along with any content that we find to be otherwise offensive, harmful, objectionable, inaccurate or in violation of any third-party copyrights or trademarks. We are not responsible for any delay or failure in relation to the removal of such content. If you post content that we choose to remove, you hereby consent to such removal, and you also consent to waiving any claim against us.

n. We do not assume any liability for any content posted by you or any other third-party users of our website. However, any content posted by you using any open communication tools on our website, provided that it does not violate or infringe on any third-party copyrights or trademarks, becomes the property of CookiePro, and as such this gives us a perpetual, irrevocable, worldwide, royalty-free, exclusive license to reproduce, modify, adapt, translate, publish, publicly display and/or distribute it as we see fit. This only refers and applies to content posted via open communication tools as described and does not apply to information that is provided as part of the registration process necessary in order to use our Resources. All information provided as part of our registration process is covered by our Privacy Notice.

7. INDEMNIFICATION

You agree to indemnify and hold harmless CookiePro and its parent company and subsidiaries or affiliates and their executive officers, managers, employees, donors, resellers, agents and licensees for and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms or the failure to fulfil any obligations relating to your account incurred by you or any other person using your account. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms. In such event, you must provide us with such cooperation as is reasonably requested by us.

8. PRIVACY

Your privacy is very important to us, and this is why we have created a separate Privacy Notice in order to explain in detail how we collect, manage, process, secure and store your private information. Our Privacy Notice is included under the scope of these Terms. To read our Privacy Notice in its entirety, please visit cookiepro.com/privacy-notice.

9. DISCLAIMER OF WARRANTY

9.1. BY USING OUR WEBSITE OR SERVICES, YOU UNDERSTAND AND AGREE THAT ALL RESOURCES WE PROVIDE ARE "AS IS" AND "AS AVAILABLE". THIS MEANS THAT WE DO NOT REPRESENT OR WARRANT TO YOU THAT:

A. THE USE OF OUR RESOURCES WILL MEET YOUR NEEDS OR REQUIREMENTS;

B. THE USE OF OUR RESOURCES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERRORS;

C. THE INFORMATION OBTAINED BY USING OUR RESOURCES WILL BE ACCURATE OR RELIABLE; NOR THAT

D. ANY DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY RESOURCES WE PROVIDE WILL BE REPAIRED OR CORRECTED.

9.2. FURTHERMORE, YOU UNDERSTAND AND AGREE THAT:

A. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR RESOURCES IS DOWNLOADED OR OBTAINED AT YOUR OWN DISCRETION AND RISK; THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR OTHER DEVICES FOR ANY LOSS OF DATA THAT MAY RESULT FROM THE DOWNLOAD OF SUCH CONTENT; AND THAT

B. NO INFORMATION OR ADVICE, WHETHER EXPRESSED, IMPLIED, ORAL OR WRITTEN, OBTAINED BY YOU FROM COOKIEPRO OR THROUGH ANY RESOURCES WE PROVIDE WILL CREATE ANY WARRANTY, GUARANTEE OR CONDITIONS OF ANY KIND, EXCEPT FOR THOSE EXPRESSLY OUTLINED IN THESE TERMS.

9.3. UNLESS OTHERWISE EXPRESSED, COOKIEPRO EXPRESSLY DISCLAIMS ALL WARRANTIES, GUARANTEE AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES, GUARANTEE AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. LIMITATION OF LIABILITY

IN CONJUNCTION WITH THE DISCLAIMER OF WARRANTY AS EXPLAINED ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT ANY CLAIM AGAINST US WILL BE LIMITED TO THE AMOUNT YOU HAVE PAID IN THE PREVIOUS 12 MONTHS, IF ANY, FOR USE OF PRODUCTS AND/OR SERVICES. COOKIEPRO WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU AS A RESULT OF USING OUR RESOURCES OR AS A RESULT OF ANY CHANGES, DATA LOSS OR CORRUPTION, CANCELLATION, LOSS OF ACCESS OR DOWNTIME TO THE FULL EXTENT THAT APPLICABLE LIMITATION OF LIABILITY LAWS ALLOW.

11. PATENTS/COPYRIGHTS/TRADEMARKS

11.1. All content and materials available at [cookiepro.com](https://www.cookiepro.com) defined as the Resources in clause 6, including but not limited to text, graphics, website name, code, images and logos and any derivatives thereto are the intellectual property of CookiePro or its third party licensors (as applicable) and are protected by applicable intellectual property law. Any inappropriate use, including but not limited to the reproduction, distribution, display or transmission of any content on this site is strictly prohibited unless specifically authorized by CookiePro (or the applicable third party licensor) in writing.

11.2. These Terms do not grant you any ownership interest in or to our Resources but only a limited right of use that is revocable in accordance with these Terms or the Agreement. CookiePro does not grant any license or other right to use any of our trademarks, service marks, copyrightable material or other intellectual property except as expressly provided in these Terms.

11.3. In addition, you agree to refrain from any act which in any way compromises our Resources, including but not limited to: (i) reverse engineering (except to the limited extent that applicable law prohibits reverse engineering restrictions), reverse compiling, decrypting, disassembling or otherwise attempting to derive the source code of the Resource; (ii) modifying, translating or creating derivative works of the Resources; (iii) sublicensing, reselling, renting, leasing, distributing, marketing, commercializing or otherwise transferring rights or usage to the Resources; or (iv) embedding the Resources in any third-party applications unless explicitly permitted.

11.4. Upon request from CookiePro, you must be able and ready to confirm at any given time that you adhere to the provisions of this clause. If you fail to deliver such confirmation within 15 working days from receiving the request, this may be considered, at CookiePro's sole discretion, a material breach of these Terms.

12. GOVERNING LAW AND VENUE

12.1. This website is controlled by CookiePro. By accessing our website or buying our services, you agree that the laws of the State of Georgia, U.S.A. apply to all matters relating to the use of our website and the purchase of any products or services through this site.

12.2. In the event of any dispute or disagreement arising under or in connection with these Terms or the Agreement (including a dispute or disagreement as to the validity of the Terms or the Agreement or its formation), such dispute or disagreement will be referred to and resolved under the exclusive jurisdiction of the applicable court in Atlanta, Georgia, U.S.A..

13. CONFIDENTIALITY OF COOKIEPRO SOFTWARE AND DOCUMENTATION

If you receive Confidential Information of CookiePro or its affiliates you will, during the Term of this Agreement and for two (2) years after termination or expiry, keep the information confidential and protect it using the same level of care and discretion that you use with respect to your own confidential information, which will be in no case less than reasonable care and discretion. You will not use the Confidential Information for your own purposes (other than implementation of this Agreement) or disclose it to any person other than your employees or Authorized Users who have a need to know it and you will remain responsible for the confidentiality of the information. You will not use Confidential Information for any purpose other than as necessary to exercise rights or fulfill obligations under this Agreement. "Confidential Information" means information of a confidential or proprietary nature (including trade secrets and information of commercial value), including without limitation, software, and underlying technical or business information (including any user guides), which relates to CookiePro that is disclosed or provided to you in connection with this Agreement; provided, however, that Confidential Information does not include information that (i) is or becomes a part of the public domain through no act or omission of you; (ii) was in your lawful possession prior to the disclosure and had not been obtained by you either directly or indirectly from CookiePro; (iii) is lawfully disclosed to you by a third party without restriction on disclosure; or (iv) is independently developed by you. When this Agreement terminates or expires, you will destroy any Confidential Information of CookiePro or continue to keep it confidential.

14. MISCELLANEOUS

14.1. If you have any questions or comments about these Terms of Service as outlined above, you can contact us via the webform at cookiepro.com/contact. If we need to send any notices to you, we may send them to the e-mail address you provided at sign-up.

14.2. CookiePro may assign this agreement to an affiliate of CookiePro.

14.3. This Terms, together with any sign-up form, agreement, policy, documentation or guideline referenced in these Terms, constitutes the entire agreement and understanding between you and us with respect to the subject matter of this Agreement and the CookiePro Service, superseding all prior or contemporaneous proposals, communications and understandings, oral or written relating to that subject matter.

14.4. Any waiver of any provision of this Agreement must be in writing and will not be deemed a waiver of any other provision. Waiver by one party of a breach of any provision of this Agreement by the other party will not operate as a waiver of any other or subsequent breach by such breaching party.

14.5. This Agreement does not confer any right or benefit on any person who is not a party to it and no one other than a party to this Agreement, their successors and permitted assignees shall have any right to enforce any of the terms of this Agreement.

14.6. Nothing in this Agreement is intended to create a joint venture, partnership, agency or employment relationship between the parties.

14.7. CookiePro is a trademark of OneTrust LLC which is the party in interest herein.

14.7. If you are part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The CookiePro Service is a "commercial item", "commercial computer software" and "commercial computer software documentation." In accordance with such provisions, any use of the CookiePro Service by the Government shall be governed solely by the terms of this Agreement.