

General Terms and Conditions for COOKIEBOX Privacy Hub.

Our services are subject to the terms and conditions of the Data Protection Agreement (DPA), which you can view here and download if required. The DPA is valid without signature because it is part of our General Terms and Conditions.

I. SCOPE OF APPLICATION

Services, offers and sales are provided exclusively on the basis of the following terms and conditions. These form an integral part of all contracts concluded and also apply to all future business relations, even if they are not expressly agreed again. By placing an order, the customer accepts these General Terms and Conditions. The contract language is English. Any contradictory terms and conditions shall be invalid, even if they have not been expressly contradicted separately. Our offer is directed exclusively at entrepreneurs within the meaning of § 14 Paragraph I BGB (German Civil Code). We are Cookiebox GmbH, Hafenweg 24, 48155 Münster, telephone: 0251 2979 4740, e-mail: post@cookiebox.pro, website: <https://www.cookiebox.pro>.

II. OFFERS

Written and verbal offers by Cookiebox are subject to change and non-binding, even if they are not marked as such. Employees of Cookiebox GmbH are not authorised to make binding offers.

III.A SUBJECT OF THE CONTRACT (COOKIEBOX Privacy Hub)

- A. The subject of this contract is the provision of the COOKIEBOX Privacy Hub.
- B. The availability of the COOKIEBOX Privacy Hub is at least 99% on an annual average. Excluded from this are failures which are not within the sphere of influence of the COOKIEBOX GmbH (e.g. force majeure, fault of third parties etc.).
- C. Other services of the Cookiebox GmbH only become part of the contract if they have been expressly agreed with you in writing as an additional agreement.

III.B SUBJECT OF THE CONTRACT (COOKIEBOX Privacy Hub)

- A. The subject of this contract is the provision of the data subject information pursuant to Art. 13/14 DSGVO for the booked controller(s). These are generated on the basis of the processes identified together with you and legally updated by us.
- B. The availability of this service is 99% on an annual average. Excluded from this are failures which are not within the sphere of influence of COOKIEBOX GmbH (e.g. force majeure, fault of third parties, etc.).
- C. Other services of the Cookiebox GmbH only become part of the contract if they have been expressly agreed with you in writing as an additional agreement.

IV. OBLIGATIONS OF THE CUSTOMER

Before using the COOKIEBOX Privacy Hub services, you are obliged to ensure that

- our services can be technically integrated into the websites and applications you use.
- to always use the latest product versions provided by Cookiebox GmbH.
- to provide truthful and complete information about the tools you use and to keep this information up to date. The Cookiebox GmbH is neither obliged to update these nor to complete them.
- to complete the overview of your tools used by us (web services and implemented third-party technologies) if necessary. Our analysis (Insights) only offers an initial assessment, only your information is binding.

Cookiebox GmbH accepts no liability for the use of tools that we consider to be not legally compliant or for the use of tools with a configuration that we consider to be not legally compliant. If we give you further recommendations (AVV, opt-in solutions or similar) for the use of a tool, which we consider necessary to ensure legally compliant use, you are obliged to implement these. Otherwise, you will release us from liability for any resulting damage.

You are obliged to actively participate in any error analysis, in particular by informing us in detail about any problems that occur.

Any breach of your obligations set out in these General Terms and Conditions shall release us from liability for any resulting damage.

V. PRICES

All prices published verbally or in writing are non-binding. Errors and price changes at short notice are reserved. All prices are net prices and in Euro (€). If the customer is in arrears with more than one individual claim, all outstanding claims against the customer are due immediately.

The means of payment displayed with your order are available to you. Unless otherwise agreed, the minimum contract period is 12 months. Unless otherwise indicated, this payment is due immediately.

VI. PLACE OF JURISDICTION, APPLICABLE LAW

The place of jurisdiction for all disputes arising from this contract is Münster. German law shall apply exclusively, even in the case of customer relations abroad.

VII. LIABILITY

Liability for slight negligence is excluded, provided that this does not concern essential contractual obligations, damage resulting from injury to life, limb or health, or guarantees, or does not affect such under the Product Liability Act. The above limitation of liability also applies in favour of the legal representatives and vicarious agents of Cookiebox GmbH, if and insofar as claims are asserted directly against them.

As a management consultancy, our activity does not constitute a legal service within the meaning of § 2 para. 1 Legal Services Act. We expressly do not provide legally binding individual case advice. This applies both to our personal advisory services and to our products. We do not accept any liability for damage caused by incorrect information provided by the contractual partner.

VIII. COPYRIGHT

Our products represent intellectual works and are therefore subject to copyright. You are granted permission to use the products for the duration of the contract within the scope granted by the contract. In particular, you may only use the products on the contractually agreed domain. It is not permitted to reproduce the products (not even in part), to pass them on to third parties, to process them and/or to use them after termination of the contract.

VIII. END OF CONTRACT / TERMINATION

The contractual relationship may be terminated with one month's notice to the end of the performance period (see invoice); otherwise the contract shall be extended by a further year. With the end of the contractual relationship, all rights of use to the products of Cookiebox GmbH also end. No data protection declaration will then be displayed on the websites operated by you or the data subject rights information will be switched off.

Cookiebox GmbH also reserves a special right of termination. This exists in particular if illegal or extremist content is published on the websites operated by you or in the event of gross violations of your obligations described in section IV.

In any case, termination must be in writing.

X. SONSTIGES

- A. We can only guarantee maintenance and support services during our business hours. These are working days (Monday-Friday) between 8:00 and 18:00.
- B. The Cookiebox GmbH has the right to mention your company name and logo for advertising purposes on the cookiebox.pro website (and other online or offline media belonging to the COOKIEBOX) as long as the contractual relationship exists.
- C. Regarding our data protection information obligations, we refer to our data protection declaration.