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Last update: July 1, 2025

1. Agreement Between You and Usercentrics A/S

- 1.1. The Terms of Service (the "**Terms**") govern your acquisition of services as well as all use of services on our website **www.cookiebot.com**, whether free or payable. By accepting the Terms, either by clicking a box indicating your acceptance or by executing an order form or any document referring to the Terms, you agree that the Terms form part of the agreement between you and Usercentrics A/S ("Usercentrics") (the "**Agreement**").
- 1.2. Our services are directed exclusively at Business to Business customers.
- 1.3. The Terms were last updated on July 1, 2025 and are effective between you and Usercentrics as of the date when you place an order or set up an account at www.cookiebot.com. Usercentrics reserves the right to change the Terms from time to time. If such changes are considered material, Usercentrics 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 any changes will constitute acknowledgment and acceptance of the modified Terms.
- 1.4. The prevailing Terms shall always be those available on our website **www.cookiebot.com**. In the event of any discrepancies between the wording of our website or the wording of earlier Terms and these Terms, these Terms prevail.
- 1.5. These Terms as well as all other texts throughout the website are 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 version which will prevail in the event of any discrepancy between the English version and the translation. Usercentrics 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. If in doubt, please always refer to the official English language version.

2. The Services We Deliver – and What You Need to Do

2.1. EU's General Data Protection Regulation ("GDPR") and EU's ePrivacy Directive 2009/136/EC ("ePR") test.

- 2.1.1. Usercentrics offers a free GDPR/ePR test which analyzes your website to give you an indication of whether or not your website is compliant with the rules relating to online tracking set out in the GDPR and ePR.
- 2.1.2. The GDPR/ePR test only encompasses some of the requirements in the GDPR and ePR and is furthermore only an analysis of up to 5 pages of your website. It is therefore not a complete analysis of your website. Therefore, a positive test response must not be taken as a guarantee that your website fulfills all requirements set out in the GDPR and ePR.
- 2.1.3. If you wish to perform a complete analysis of your website, you must sign up for a Cookiebot CMP Subscription, cf. clause 2.2.
- 2.1.4. It is your responsibility to ensure that the domain you enter for testing is spelled correctly and is publicly available to anonymous website visitors. You warrant that you are the rightful owner of the domain, or that you otherwise have the necessary rights to have the website scanned and tested.

2.2. Cookiebot CMP Subscription

- 2.2.1. Subject to the sign-up procedure on our website where you register an account ("Cookiebot CMP account"), Usercentrics will deliver to you the services ("Cookiebot CMP") described on our website.
- 2.2.2. Cookiebot Consent Management Platform (CMP) is designed as a self-serve business to business (B2B) service for website owners to facilitate compliance with EU legislation concerning the use of cookies and similar technologies (hereafter jointly referred to as "cookies") on your website, to help you obtain the relevant consents to the use of cookies from the users of your website and to make it possible for the users to withdraw their consent as easy as they gave it via our Privacy Trigger. Usercentrics is solely the software as a service (SaaS) provider, and it is your own responsibility to ensure correct and compliant implementation, including presenting users with compliant consent requests. The relevant EU legislation is not necessarily implemented in the same way in all EU countries, and we cannot guarantee that using Cookiebot CMP 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 consent requests to be shown on your website.
- 2.2.3. It is your responsibility to ensure that the domains you enter on your Cookiebot CMP account are spelled correctly and are publicly available to anonymous website visitors. You warrant that you are the rightful owner of all the domains, or that you otherwise have the necessary rights to add the domains to your Cookiebot CMP account for the performance of domain scans and other services, cf. clause 3 below.
- 2.2.4. The results of the website scans are sent as a report to the email address you have used to sign up for your Cookiebot CMP account. Scan reports are also available on your Cookiebot CMP account. For Premium Subscriptions, it is possible to add multiple mail recipients of scan reports, cf. clause 3.1.4.1. It is your responsibility to ensure that any such additional mail recipients have given their consent to have their mail addresses added to your Cookiebot CMP account.
- 2.2.5. If you have a Premium Subscription and own multiple websites, Cookiebot CMP can ask your users for consent that covers all your domains ("Cross-domain Consent Sharing") on the user's first visit to any of your websites. The functionality of

the Cross-domain Consent Sharing is dependent on the user's acceptance of third-party cookies in the web browser used to access your website.

- 2.2.6. It is your responsibility to ensure that the categorization and purpose descriptions of cookies identified during the website scans are in accordance with the use of those cookies on your website. If you alter categorizations or purpose descriptions of such cookies, it is your responsibility to ensure that this is done in accordance with the actual technical specifications and use of the cookies and in accordance with both relevant legislation and guidance from relevant data protection authorities. For example, if you classify cookies as "necessary" you should pay special attention to only do so for cookies that are strictly necessary to enable the basic functionality or service the user actively seeks on your website, in accordance with current legislation.
- 2.2.7. Our Services do not track any user's data before they have given their consent. A user may withdraw a consent at any time by deleting cookies. If you implement Cookiebot CMP's standard cookie declaration on your website, this contains a built-in mechanism where the user can easily and at any time withdraw or change a consent. Alternatively, you can make use of the Privacy Trigger and/or Cookiebot CMP's "renew" method as described on www.cookiebot.com/goto/developer to develop alternative ways for your users to withdraw or change their consent. For a Freemium Subscription the Privacy Trigger is set by default.
- 2.2.8. A user consent is logged and documented by storing the first half of the user's IP address number, browser user agent, website's domain name, date and time of consent and a unique, encrypted key that is stored in a data center with Usercentrics's cloud vendor, Microsoft Ireland Operations Ltd in Dublin, Ireland. You may download a copy of the consent log from the Cookiebot CMP Manager, after which it is your own responsibility to handle the log copy data in accordance with current legislation. After 12 months, the consent is automatically deleted from our log and then used only in an aggregated, anonymized form as part of the statistics that you have access to on your Cookiebot CMP account, cf. clause 3.1.
- 2.2.9. If your subscription is managed by an official Cookiebot CMP reseller, the reseller will 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 Usercentrics.
- 2.3. Usercentrics acts as a data processor in accordance with the information provided in our **Privacy Policy** as described in clause 8.
- 2.4. Usercentrics takes the 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. Usercentrics is subject to the safeguards provided for in the legislation of Denmark, where the company is established.
- 2.5. Usercentrics 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 support requests related to critical bugs (high impact, high urgency) and unscheduled downtime of Cookiebot CMP. Such support requests must be submitted in writing to our helpdesk as described on www.cookiebot.com/goto/helpdesk.
- 2.6. Cookiebot CMP is a self-serve service, cf. clause 2.2.2. As a customer, you can submit questions, comments or suggestions using the helpdesk as described on www.cookiebot.com/goto/helpdesk.
- 2.7. If you are dissatisfied with Cookiebot CMP or anything related to the service provided, please contact Usercentrics as described on www.cookiebot.com/goto/helpdesk. If the case cannot be resolved, you can use the European Commission's online complaint portal at https://ec.europa.eu/consumers/odr/.

3. Pricing and functions

3.1. Cookiebot CMP Subscription Types

3.1.1. All subscription types will include website scans and scan reports, consent banner and cookie declaration on your website, data export, a consent log for documentation and frontend SDK for additional implementation possibilities.

- 3.1.2. Current subscription fees for the various subscription sizes and extra fees ("Subscription Fee") can be found at www.cookiebot.com/goto/pricing.
- 3.1.3. The pricing may be changed by Usercentrics at any time, subject to 30 days' notice, which will be sent to you by email if you have registered a Cookiebot CMP account on our website.
- 3.1.4. Premium Subscription
- 3.1.4.1. In addition to the functions mentioned in clause 3.1.1, the Premium Subscription includes monthly website scans and scan reports, customizable banner, customizable cookie declaration, multiple languages, multiple email recipients of scan reports, geolocation, multiple domains, Cross Domain Consent Sharing, consent statistics, the possibility to perform a manual scan and internal domain alias.
- 3.1.4.2. The function "internal domain alias", as mentioned in clause 3.1.4.1, may only be used for non-production domains, i.e. domains for development, testing and staging. The delivered domain alias will only have limited functionality, e.g. consent will not be logged for these types of domains.
- 3.1.4.3. You can change the scan frequency for a domain from "monthly" to "daily" for an extra fee, cf. clause 3.1.2.
- 3.1.4.4. A Subscription Fee will be charged for each domain and each subdomain you add to your Cookiebot CMP account. The Subscription Fee will be charged regardless of your actual usage of Cookiebot CMP.
- 3.1.4.5. The monthly website scans are performed on up to 10,000 pages, defined as unique URLs ("pages"), on each domain and each subdomain on your Cookiebot CMP account.
- 3.1.4.6. The Premium Subscription also includes the following functions:
 - · customer care and technical support with a response time within 24 hours
 - · auto blocking of cookies and trackers, and
 - · a banner available in multiple languages.
- 3.1.4.7. If your single domain contains 50 pages or fewer, we have a Premium Lite version including all the premium features mentioned above. For the Premium Lite, customer care and technical support is a self-serve solution with access to guides in our helpdesk as described on www.cookiebot.com/goto/helpdesk. If you have additional domains, you will automatically be moved to the package corresponding to the number of domains and pages as described at https://www.cookiebot.com/en/pricing/
- 3.1.5. Free Subscription
- 3.1.5.1. If your domain contains 50 pages or fewer, you can sign up for a Free Subscription, which is free of charge. You can only sign up for the Free Subscription for one domain.
- 3.1.5.2. The Free Subscription does not include the functions mentioned in clause 3.1.4.1 and 3.1.4.6.
- 3.1.5.3. The Free Subscription will be automatically upgraded to a Trial Version of the Premium Subscription if a scan of your domain shows that it contains more than 50 pages. You will be notified of such an upgrade by email.
- 3.1.5.4. The Free Subscription also includes the following functions:
 - a blocking function for cookies and other tracking technologies that needs to be manually implemented
 - a default Privacy Trigger
 - a default banner in one language, and
 - website scan and scan report on demand.
- 3.1.5.5. Consent statistics are available to view for the preceding 7 days.
- 3.1.6. Trial Version

- 3.1.6.1. If you have been upgraded to a Trial Version of the Premium Subscription, cf. clause 3.1.5.3 above, you may use the service free of charge for 14 days. The Trial Version allows access to all premium functions of Cookiebot CMP, cf. clause 3.1.4.1, except manual domain scans.
- 3.1.6.2. When you add your payment information you will automatically be upgraded to a Premium Subscription after the 14-day trial period is over. All the domains and subdomains on your Cookiebot CMP account will immediately be converted to a Premium Subscription and your billing period will begin.
- 3.1.6.3. If you do not add your payment information and do not utilize the Premium Subscription functions, you will be converted to a Freemium Subscription. If you utilize premium functions, your account will be suspended until you have added your payment information or manually removed the premium functions.

4. Payment and Invoicing

- 4.1. Subscriptions are billed monthly in arrears or yearly in advance and are payable by credit card, Nexi or PayPal. Payment by bank transfer can be arranged at the sole discretion of Usercentrics. You must provide us with valid and updated credit card information when signing up for Cookiebot CMP with your credit card. You authorize us to recurrently charge this credit card or bank account for all services you have accepted to buy from our website. By accepting a billing agreement using PayPal, you authorize Usercentrics 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 to your Cookiebot CMP account.
- 4.3. We will draw the first month's/year's Subscription Fee including any applicable VAT one month after the domain(s) has/have been added to your account. If you pay by bank transfer, you must pay your invoice within 30 days of receipt.
- 4.4. For yearly payment in advance, any additional domains added to your Cookiebot CMP account during the yearly billing period will be billed separately to align the billing cycle for the additional domain and your other domain(s). For monthly payment in arrears, additional domains that are added during the monthly billing cycle will be billed together with the other domains at the end of the monthly billing cycle to avoid multiple payments and invoices.
- 4.5. Your monthly Subscription Fee can be automatically increased based on the monthly domain scan for each domain and each subdomain based on the number of pages found.
- 4.6. Whether the Subscription Fee is paid by bank transfer, Nexi, PayPal or credit card, invoices will be sent to the email address registered on your Cookiebot CMP account. When you log into your Cookiebot CMP account, you can view and download invoices issued to you under the "My account" menu.
- 4.7. You may at any time change the billing period from monthly to annual and vice versa. This can be done on your Cookiebot CMP account at www.cookiebot.com. The change will come into effect after the end of the current billing period.
- 4.8. If you pay by credit card, we will defray all transaction fees. If you pay by bank transfer to our accounts in Denmark or Germany, you are required to defray all transaction costs.
- 4.9. Local VAT will be charged from customers situated in the EU, except companies that have added a VIES-valid VAT number to their Cookiebot CMP account ("reverse charge"). The exception does not apply to Danish companies. Customers outside the EU will not be charged VAT.
- 4.10. If you are a company situated in the EU and qualify for VAT exemption, and your VAT number is not valid according to the European Commission's VIES VAT number validation system on the date of invoice (order and/or recurring order), or if your VIES VAT number was not added on your Cookiebot CMP account on the date of invoice, we will charge VAT, which will not be refunded.
- 4.11. All orders will be charged in Danish Krone (DKK), Euro (EUR), Pound Sterling (GBP), Swiss Franc (CHF), Polish Zloty (PLN), US Dollars (USD), Norwegian Krone (NOK) or Swedish Krona (SEK) depending on your account currency setting.

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.
- 5.2. You may cancel an individual subscription by removing the domain in question from the "Domains" menu under "Settings" on your Cookiebot CMP account. You may also delete an entire domain group and all the domains in it from the "Settings" menu. You will be billed for the full current billing period, regardless of when you remove a domain or delete a domain group. When you remove a domain or delete a domain group, Cookiebot CMP and the scripts will immediately stop working for those domain(s) and it is your responsibility to remove the Cookiebot CMP scripts on your website(s) before you cancel.

Any payable balance for the removed domain(s) will be settled with the next regular invoice.

5.3. You may cancel all your subscriptions by canceling your Cookiebot CMP account. You will be billed for the full current billing period, regardless of when you cancel your Cookiebot CMP account. When you cancel your account, Cookiebot CMP and the scripts will immediately stop working and it is your responsibility to remove the Cookiebot CMP scripts on your website before you cancel. Your data (including account information, invoices, scan reports and collected user consents) will immediately be permanently deleted without further warning or any option to restore unless 1) you also have a Usercentrics account and/or 2) if any of your account payments are in arrears. After any unpaid bills have been paid, the account will be deleted unless you are under point 1). Other than that, your account information will be retained in our Sales Cloud after canceling your Cookiebot CPM account. You can cancel your Cookiebot CMP account by logging in to our website and clicking "Cancel my account" under the "My account" menu.

Any payable balance will be settled within 24 hours after cancellation.

- 5.4. Yearly payments made in advance will not be refunded if you remove domains or cancel your Cookiebot CMP account.
- 5.5. We reserve the right to terminate the Agreement and stop the provision of services (i) immediately if your Subscription Fee is not paid on time, (ii) in case of any material breach of the Agreement by you in accordance with the time frame set out in clause 11.4 or (iii) at any time and without reason subject to six months' notice.

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, including the tools mentioned in clause 6(I) (the "Resources"), you agree to use these Resources only for the purposes permitted by (a) these Terms and (b) applicable laws, regulations and generally accepted online practices or guidelines.

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.

- 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 illegal, automated, unethical or unconventional means.
- 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.
- 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 Usercentrics as determined by Usercentrics in its sole discretion.
- i. You must use your best efforts to cooperate with and assist Usercentrics 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 claim is made against you by a party other than Usercentrics in connection with your use of the Resources, you must notify Usercentrics as soon as possible.
- k. You are solely responsible for any consequence, loss or damage that Usercentrics 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.
- I. We may provide various open communication tools on our website or on external sites that we link to from 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 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, design, technical, 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 Usercentrics 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 cf. clause 6(l). However, any content posted by you using any open communication tools, cf. clause 6(l), provided that it does not violate or infringe on any third-party copyrights or trademarks, becomes the property of Usercentrics, 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 to 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 Policy.
- o. Further, we may provide links to external websites of third parties on whose contents we have no influence. Therefore, we cannot assume any liability for these external contents. The respective provider or operator of the pages is always responsible for the contents of the linked pages. The linked pages were checked for possible legal violations at the time of linking. Illegal content was not recognizable at the time of linking. However, a permanent content control of the linked pages is not

reasonable without concrete evidence of an infringement. Upon notification of violations, we will remove such links immediately.

p. As a customer, you grant Usercentrics the right, which may be revoked at any time, to use your name and logo as a reference for Usercentrics' own advertising purposes for the duration of the contract. To revoke, please contact privacy@cookiebot.com.

7. Indemnification

You agree to indemnify and hold harmless Usercentrics 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, fines, penalties and costs, including attorneys' fees, resulting from any violation of these Terms or the failure to fulfill any obligations relating to your Cookiebot CMP account incurred by you or any other person using your Cookiebot CMP 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 an event, you must provide us with such cooperation as is reasonably requested by us, hereunder but not limited to access to relevant data and documentation.

8. Data Protection and Confidentiality

- 8.1. Data Protection
- 8.1.1. Your privacy is very important to us, and this is why we have created a separate Privacy Policy in order to explain in detail how we collect, manage, process, secure and store your private information. Our Privacy Policy is included under the scope of these Terms. To read our Privacy Policy in its entirety, please visit www.cookiebot.com/goto/privacypolicy.
- 8.1.2. In order to enter into a contract regarding the purchase of Usercentrics's Service, you must provide us with the required personal data. If you do not provide us with all the required information, it will not be possible to deliver the Service.
- 8.1.3. For the processing of personal data on behalf of you as a customer, you will conclude a separate **Data Processing Agreement** with Usercentrics. In the event of contradictions, their regulations precede these Terms and Conditions.
- 8.1.4. You may request a data protection audit performed by an independent third party who is also accepted by Usercentrics. You will pay €5,000 plus applicable taxes for an audit request along with €200 per hour Usercentrics is spending in connection with the audit as well as any other costs related to the audit, including the auditor.
- 8.2. Confidentiality
- 8.2.1. Each party protects the confidential information of the other party from use or access by unauthorized individuals with reasonable care.
- 8.2.2. "Confidential Information" means (i) any information exchanged between the parties in the context of or in connection with this Agreement, either expressly marked in writing as "confidential" or in a similar manner, (ii) oral information expressly designated by the issuing party as confidential, and (iii) regardless of the above provisions, any information from which it is clear that they need to be kept confidential.
- 8.2.3. The obligation of confidentiality does not apply to information that is already generally known at the time of conclusion of the contract or which can verifiably become subsequently known without breach of the contractual obligations. The obligation of confidentiality also does not apply to confidential information to the extent that the disclosing party may prove to them that it (i) has obtained or received it lawfully from third parties; (ii) for the provision of contractual services to the other party, must be passed on to third parties legitimately engaged for this purpose; (iii) must be disclosed by law or by decision of a court or an order of an authority; or (iv) by professionally committed advisors and lawyers.
- 8.2.4. In the event that one of the parties has reason to believe that there has been an unauthorized loss, access or disclosure of the other party's confidential information, it shall notify the other party without delay.

8.2.5. Nothing herein shall limit Usercentrics from disclosing the terms of this contract to potential financing sources, security holders, strategic partners and advisors.

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 Usercentrics 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, Usercentrics expressly disclaims all warranties, guarantees and conditions of any kind, whether express or implied, including but not limited to any implied warranties, guarantees 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. Usercentrics will not be liable for any indirect, incidental, consequential or exemplary loss or damage, including fines and penalties, 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. Copyrights/Trademarks

- 11.1. All content and materials available at **www.cookiebot.com** defined as the Resources in clause 6, including but not limited to text, graphics, website name, code, images and logos are the intellectual property of Usercentrics and are protected by applicable copyright and trademark 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 Usercentrics.
- 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. Usercentrics 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 or agreed to in writing.
- 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, 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 Usercentrics, 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 Usercentrics's sole discretion, a material breach of these Terms.

12. Governing Law and Venue

- 12.1. The relationship between you and us is exclusively subject to the laws of Denmark, with the explicit exclusion of the UN Convention on Contracts for the Sale of Goods.
- 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), such dispute or disagreement will be referred to and resolved under the exclusive jurisdiction of the Danish courts.
- 12.3. Should one or more provisions of these Terms and Conditions be ineffective, the remainder of the contract shall remain effective. The invalid provision shall be replaced by the relevant statutory provision.

Click here to see the previous Terms of Service valid until June 30, 2025.

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Cookiebot is a trademark of Usercentrics A/S. Usercentrics A/S is registered in Denmark. Company reg. no.: 34624607.

Do Not Sell or Share My Personal Information Data Subject Requests

Privacy Policy Terms of Service Cookie Declaration Data Processing Agreement Legal Notice

Accessibility Statement

English Euro - €

















