1. Agreement Between You and CookieInfo

1.1. These Terms of Service (the "**Terms**") govern your acquisition and use of services on our website www.cookieinfo.net. By accepting these Terms, either by clicking a box 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 between you and CookieInfo (the "**Agreement**").

1.1.1. CookieInfo is a registered trade mark of Nubo Works B.V., with registered office at Utrecht, The Netherlands.

1.2. Users who sign up for a Cookiebot account via CookieInfo (the partner) agreed to the terms and service of Cookiebot. Users can contact CookieInfo for support or additional services of CookieInfo as described in point 2.5 with reference to this service agreement.

1.2. These Terms were last updated in September 2024 and are effective between you and CookieInfo as of the date when you place an order or set up an account via www.cookieinfo.net. CookieInfo reserves the right to change these Terms from time to time. If such changes are considered material, CookieInfo 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.

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. CookieInfo offers the Cybot Cookiebot solution as both a reseller and a partner to end-users via the Cookiebot signup link for CookieInfo:

https://manage.cookiebot.com/goto/signup?rid=COINF

2.1.2. When using the Cookiebot solution via above signup link, you have agreed to the Cookiebot terms and conditions. Below we summarize some of the key points of these terms.

2.1.3 There is 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.

2.1.4. The GDPR/ePR test is only based on some basic requirements in the GDPR and ePR and is furthermore only an analysis of up to 5 subpages 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.

2.1.5. The Disclaimer of Warranty as set out in clause 9 and the Limitation of Liability as set out in clause 10 also apply to the use of the GDPR/ePR test and the use of the CookieInfo custom banners.

2.1.6. If you wish to perform a complete analysis of your website, you must sign up for a Cookiebot subscription, cf. clause 2.2.

2.2. Cookiebot Subscription

2.2.1. Subject to the sign-up procedure on our website and payment of the Subscription Fee (as defined in clause 3.1 below) to Cookiebot, Cookiebot will deliver to you the services ("**Cookiebot**") as described on our website. CookieInfo acts as the value added partner or reseller from which you can obtain 1st line support and additional services on top of the Cookiebot solution.

2.2.2. Cookiebot is designed as a service to facilitate compliance with 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. Cookiebot is only the service provider of the IT infrastructure, 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 Cookiebot or CookieInfo cookie banner designs as mentioned in point 2.6, 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 own multiple websites, Cookiebot can ask your users for a consent that covers all your domains (a "**Bulk Consent**") on the user's first visit to any of your websites. You must guarantee that you are the rightful owner of all domains listed on Cookiebot's "domain list" or that you otherwise have the necessary rights to include such websites on the "domain list". The functionality of the Bulk Consent is dependent on the user's acceptance of third-party cookies in the web browser used to access your website.

2.2.4. If you use Cookiebot to exempt specific 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.

2.2.5. Cookiebot itself automatically sets up to two cookies in the user's web browser when the user visits your website: The first-party cookie "CookieConsent" which stores the user's consent and – if you enable "Bulk Consent" in Cookiebot – the third-party cookie "CookieConsentBulkTicket" which stores an encrypted key to enable Bulk Consent across your domains as described in clause 2.2.3 above. Both cookies expire automatically for renewal after 12 months from the date of the user's consent.

2.2.6. A user may withdraw their consent at any time by deleting the two cookies mentioned in clause 2.2.5. Alternatively, a user can change a consent at any time by clicking a link that activates Cookiebot's "renew". This functionality requires that you insert a link to the method from your website, e.g. from your website privacy policy, or

implement the Cookiebot cookie declaration which contains the appropriate link for consent renewal.

2.2.7. A user consent is logged and documented by registration of the user's anonymized IP number, browser user agent, website URL, date and time of consent and a unique, encrypted key that is stored in a data center with Cookiebots cloud vendor, Microsoft Ireland Operations Ltd in Dublin, Ireland. You may download a copy of the consent log from the Cookiebot 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 in Cookiebot.

2.2.8. CookieInfo as an authorized reseller of Cookiebot will have access to collected data and configurations when managing your subscription, but CookieInfo 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 Cookiebot and CookieInfo.

2.3. CookieInfo 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. CookieInfo is subject to the safeguards provided for in the legislation of The Netherlands, where the company is established.

2.4. CookieInfo organizes its resources to provide a high level of 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. As a CookieInfo user, you can submit questions, comments or suggestions using the helpdesk at www.cookieinfo.net. If you are dissatisfied with the service provided, please contact us. If the case cannot be resolved, you can use the European Commission's online complaint portal at ec.europa.eu/consumers/odr/.

2.6 CookieInfo services and cookie banners. A Cookiebot subscription through CookieInfo as the reseller or partner gives you the right to use additional services from CookieInfo including cookie banner designs. CookieInfo cookie banner implementations on your website(s) are only valid with an active Cookiebot subscription signed up via the CookieInfo reseller link:

https://manage.cookiebot.com/goto/signup?rid=COINF

CookieInfo cannot be held liable for incorrect implementation, configuration or functioning of the CookieInfo cookie banner designs.

2.7 CookieInfo obtains a reseller kickback fee from Cookiebot for each subscription signed up or transferred (for excisting Cookiebot subscribtions) via the CookieInfo partner link. You agree to the Cookiebot terms and conditions and also agree to the CookieInfo Service Agreement when downloading and implementing the CookieInfo cookie banner designs or obtaining our support services.

2.8 CookieInfo Privacy Care

2.8.1. CookieInfo offers the "CookieInfo Privacy Care" service as described on CookieInfo Privacy Care. This service includes a monthly audit of the customer's website(s) to assess their compliance with applicable laws and regulations regarding cookies and privacy. CookieInfo provides an audit report, advice, and recommendations for improvements.

2.8.2. The customer is responsible for implementing the recommendations provided by CookieInfo as part of the Privacy Care service. CookieInfo does not guarantee that the recommendations will be complete or error-free, and the customer remains responsible at all times for compliance with all applicable laws and regulations.

2.8.3. CookieInfo is not liable for any direct, indirect, incidental, or consequential damages arising from the use of the "CookieInfo Privacy Care" service, including but not limited to fines, penalties, or legal claims resulting from alleged or actual violations of privacy laws by the customer. The customer is responsible for obtaining legal review of the audit report and CookieInfo's recommendations if necessary.

2.8.4. The "CookieInfo Privacy Care" service is not legal advice, and CookieInfo offers no legal guarantees or warranties regarding the legal validity of the provided recommendations. The customer is advised to seek their own legal counsel on compliance with privacy laws, if needed.

2.8.5. The subscription to the "CookieInfo Privacy Care" service can be terminated by the customer at any time with one month's notice. No refunds will be issued for the remaining subscription period in case of early termination.

2.8.6. Processing of customer data

During the execution of the CookieInfo Privacy Care service, CookieInfo may have access to certain customer data. CookieInfo will treat this data confidentially and use it solely for the purpose of delivering the service. CookieInfo will not share data with third parties without prior written consent from the customer, unless required by law. Data processing will always comply with relevant privacy legislation, including the GDPR.

2.8.7. Audit limitations

The audit conducted by the CookieInfo Privacy Care service is based on the information and access provided by the customer. The results of the audit depend on

the quality and completeness of this information. CookieInfo cannot guarantee that all potential legal or compliance issues will be identified. It is the customer's responsibility to ensure timely and complete provision of relevant data.

2.8.8. Service availability and support

CookieInfo strives to deliver the CookieInfo Privacy Care service with a high degree of availability and accuracy. Support inquiries related to this service can be directed to support@cookieinfo.net . CookieInfo will attempt to respond to critical inquiries within one business day and to non-critical inquiries within ten business days, in accordance with the service level described in section 2.4.

3. Prices

3.1. Cookiebot Subscription

3.1.1. All the following subscriptions will include monthly website scans, consent banner and cookie declaration on your website as well as a consent log and tracking reports for documentation and frontend API for easy implementation.

3.1.2. Current Cookiebot prices can be found at www.cookieinfo.net or www.cookiebot.com .

3.1.3. The prices may be changed by Cookiebot 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. Premium

3.1.4.1. In addition to the functions mentioned in clause 3.1.1, the Premium plan includes customizable banner, customizable declaration, multiple languages, email reports, data export, geolocation, Bulk Consent, consent statistics 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, e.g. 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, as set out in clause 3.1.2.

3.1.5. Trial Version

3.1.5.1. If you sign up for a trial version of Cookiebot, you may use the service free of charge for 14 days. The trial version allows access to all functions of Cookiebot except manual domain scans. In addition, the number of domains is limited to 10, and the number of pages being scanned is limited to 100 per domain.

3.1.6. Free Subscription

3.1.6.1. If your domain contains 50 pages or less, 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.

3.1.6.2. The Free Subscription does not include the functions mentioned in clause 3.1.4.1.

3.1.6.3. The Free Subscription will be automatically upgraded to a trial version if a scan of your domain shows that it contains more than 50 pages. You will be notified of such upgrade by email.

4. Payment and Invoicing

4.1. Subscriptions are billed monthly in arrears or yearly in advance and are payable by bank transfer or credit card. You must provide Cookiebot with valid and updated credit card information when signing up for Cookiebot with your credit card. You authorize Cookiebot to recurrently charge such credit card or bank account for all services you have accepted to buy from their website. By accepting a billing agreement using PayPal, you authorize Cookiebot A/S 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. Cookiebot 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. Any additional domains added to your Cookiebot account during the yearly payment term will be billed separately to align the billing cycle for the additional domain and your other domain(s).

4.5. After each monthly domain scan, Cookiebot will automatically fix the size of the next subscription fee for each domain name based on the number of subpages found.

4.6. Whether the subscription fee is paid by bank transfer or credit card, invoices will be sent to the email address registered on your Cookiebot account. When you log into Cookiebot, 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 manage.cookiebot.com at any time.

4.8. If you pay by credit card, Cookiebot will defray all transaction fees. If you pay by bank transfer to the Cookiebot accounts in Germany or Denmark, 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 registered a valid VAT number with us ("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), Cookiebot will charge VAT which will not be refunded.

4.11. All orders will be charged in US Dollars (USD), Euro (EUR), Pound Sterling (GBP), Swiss Franc (CHF), Polish Zloty (PLN), Danish Krone (DKK), 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 the Cookiebot services will be effective from the moment you sign up for the services on the Cookiebot form and until the subscription and the Agreement is terminated by you or Cookiebot.

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 in the cookie manager website. Your data (including account information, invoices and collected user consents) will be permanently deleted without further warning or any option to restore. It is your obligation to delete the Cookiebot scripts on your website before you cancel your account since the scripts will not work from the time you cancel your account.

5.3. Yearly payments made in advance will not be refunded if you cancel your subscription or remove a domain from your Cookiebot account.

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 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 to any third party.

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.

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 CookieInfo as determined by CookieInfo in its sole discretion.

i. You must use your best efforts to cooperate with and assist CookieInfo 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 CookieInfo in connection with your use of the Resources, you must notify CookieInfo as soon as possible.

k. You are solely responsible for any consequence, loss or damage which CookieInfo 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, portal, 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 CookieInfo 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 CookieInfo, 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 Policy.

7. Indemnification

You agree to indemnify and hold harmless CookieInfo 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 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.cookieinfo.net.

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 or cookie banner 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 CookieInfo 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, CookieInfo 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. CookieInfo 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. Copyrights/Trademarks

11.1. All content and materials available at www.cookieinfo.net defined as the Resources in clause 6, including but not limited to text, graphics, website name, (cookie banner) code, images and logos are the intellectual property of CookieInfo 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 CookieInfo.

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. CookieInfo 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 CookieInfo, 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 CookieInfo's sole discretion, a material breach of these Terms.

12. Governing Law and Venue

12.1. The CookieInfo websites are controlled by Nubo Works B.V, Netherlands. By accessing our websites or buying our services, you agree to the laws of The Netherlands, excluding however the general rules of Dutch law on governing law, apply to all matters relating to the use of our websites, cookie banner designs 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), such dispute or disagreement will be referred to and resolved under the exclusive jurisdiction of the Dutch courts.

13. Contact Information

If you have any questions or comments about these Terms of Service as outlined above, you can contact us at:

CookieInfo info@CookieInfo.net | Chambers of Commerce 70073562 with Company registration number 38377411