

1. General, scope of application of the license

ePrivacy GmbH (hereinafter referred to as “ePrivacy”) offers an auditing software called “ePrivacyaudit” (hereinafter also referred to uniformly as the “IT Product”) to prepare for implementation under the requirements of the General Data Protection Regulation (GDPR).

The following provisions govern the use of ePrivacyaudit as well as the transfer of rights of use (license) to the corresponding software.

2. License

2.1. Scope of the rights of use

According to the following provisions, ePrivacy transfers to the licensee the non-exclusive and non-transferable right to use the software forming the basis of the ePrivacyaudit.

2.2. The licensee is obligated not to change, edit or decompile this software. He is also obligated neither to circumvent the security measures nor to upload any racist, anti-constitutional, pornographic or unethical content.

2.3. The rights of use shall be granted to the licensee for a limited period of time, as governed precisely in the contract.

3. License fee, remuneration

3.1. There are two options how to use the software. The so-called quickcheck and the data privacy

statement generator are free of charge. The license model is against payment. In the latter case, the licensee is obligated to pay the individually agreed user fee to ePrivacy for use of the ePrivacyaudit.

3.2. Services going beyond this shall be remunerated in addition, unless agreed otherwise by the parties.

4. Self-promotion / Publication of the seal

ePrivacy is entitled to refer to the cooperation with the licensee within the scope of its self-promotion, provided that the parties have not agreed otherwise.

5. Liability

5.1. ePrivacy excludes any liability for simply negligent breaches of duty, provided that they do not concern material contract duties, life, health or body are not affected or there are no claims in accordance with the “Produkthaftungsgesetz” [German law on product liability] or from a warranty. The same applies for breaches of duty by representatives and vicarious agents.

5.2. Liability for other damages which arise as a result of default, through impossibility which ePrivacy is responsible for or the breach of a material contract duty, is limited to damages which are foreseeable and typical to the contract. Liability for indirect

damages, in particular pecuniary damages, is excluded.

5.3. Liability is limited to a maximum of 10,000.00 euros per year depending on the amount. ePrivacy is not liable for changes in the case law and in the legal framework conditions.

ePrivacy points out that the ePrivacyaudit is oriented towards the data protection provisions of the GDPR. Due to the ill-defined outlines of the GDPR, ePrivacy expressly points out, however, that even when the auditing criteria of the ePrivacyaudit are met in full, this does not mean that any violation of the data protection law provisions of the GDPR is excluded. The ePrivacyaudit offers support when implementing the criteria to be met through the GDPR. ePrivacy cannot exclude, however, that a court or data protection authority or a comparable institute which addresses this issue represents other legal opinions and makes more demands than those according to the ePrivacyaudit. ePrivacy therefore excludes any liability in this case.

6. No legal advice

ePrivacy does not provide any legal advice within the meaning of the “Rechtsdienstleistungsgesetz” [German law on legal services]. ePrivacy cannot and may not perform an individual legal audit. A positive audit result therefore does not include in particular the statement that the licensee’s IT Product corresponds with all

relevant legal provisions, in particular the requirements of the “Bundesdatenschutzgesetz” [German federal law on data protection] or “Telemediengesetz” [German law on telecommunications] or the European data protection regulations (GDPR etc.).

7. Confidentiality

7.1. Each party is obligated to treat all information of a commercial or technical nature from the other party in verbal, written or other form, to which they receive access in connection with this agreement, in particular information about company and industry secrets (e.g. technical processes, formulae, source codes, product designs, costs and other undisclosed financial information and other marketing data) as well as the conclusion of this agreement and its contents, with confidentiality and are obligated not to pass it on to third parties either in whole or in part. Each party shall only use the aforementioned information for the purposes of performing the contractual services and not for other purposes of their own or third parties.

7.2. Excluded from the obligations mentioned in Section 7.1 is information which evidently

- a) is generally accessible at the time knowledge was obtained or later, or is the state of the art or
- b) was already known to the receiving party at the time knowledge was obtained or

- c) is or was made accessible to the receiving party by third parties which obtained the information legally and which are authorized to pass on the information or
- d) was excluded from these obligations beforehand in writing by the conceding party.

7.3. The obligations governed in this Section 7 shall also continue to apply after the termination of this agreement for the duration of 2 years.

8. Final provisions

8.1. Should a provision of this agreement be invalid, the remaining provisions shall remain unaffected by this. The invalid provision is to be replaced by a provision which comes closest to the economic purpose of the invalid provision in an effective way. This also applies should this agreement contain any loopholes.

8.2. All changes and additions to this contract require the written form in order to be effective. This also applies to any changes to or revocation of this clause on the written form.

8.3. This agreement is subject to German law. The exclusive court of jurisdiction for all disputes arising from this contractual relationship is Hamburg, provided it is legally permitted.