

# Secure GDPR-Compliant Cookie Banner with Legal Shield for Germany

## Cookie Banner with integrated Legal Shield

Simply create your GDPR-compliant Cookie Banner with our generator.

Our Legal Shield tool includes cost coverage and protects you in case of an emergency.

### What is the Legal Shield?

Is the GDPR a mystery to you? Do you want to be on the safe side with your Cookie Banner? The consentmanager Legal Shield offers you the perfect solution: **We actively protect you in the event of a justified warning letter and cover the cost.** So you can sit back and focus on your core business.

### What is included?

- ✓ **Legal Shield dashboard:** A quick and continuous overview of the compliance and potential risks of your Cookie Banner
- ✓ **Legal support:** Our team of partner lawyers provides support and advice in the event of a warning letter
- ✓ **Cost coverage:** We cover the legal costs of the warning letter for you and the other party



### How does the Legal Shield work?

1. Have you received a written warning / cease and desist letter? Forward it immediately to us.
2. Our team of partner lawyers will review the letter.
3. Is the warning / cease and desist justified?
  - a. Yes, Legal Shield applies
    - i. Our team of partner lawyers will recommend counter-measures
    - ii. consentmanager will cover the legal costs (our own and the other party's)
  - b. No, Legal Shield does not apply
    - i. Our team of partner lawyers will provide feedback
    - ii. You can decide how to proceed

# Abmahnschutz - Anhang

## 1. Scope

- 1.1 This Annex sets forth the terms and conditions of the Legal Shield Germany (“LSG”) service provided by consentmanager.
- 1.2 consentmanager’s LSG offers Clients support services in case they are confronted with certain out-of-court legal disputes in connection to their use of consentmanager’s consent management platform (“CMP”). LSG services do not apply to any service or product other than the CMP offered by consentmanager.
- 1.3 More specifically, LSG only applies to out-of-court claims exercised by any third party against the Client (in German: “Abmahnung” – hereinafter “Warning”) due to or in connection with
  - 1.3.1 the Client’s use of the CMP in compliance with the applicable terms and conditions of consentmanager; and
  - 1.3.2 falling within the following areas of law: unfair competition law, data protection law, e-privacy law; and
  - 1.3.3 consentmanager’s own liability in the provision of the CMP and the related services (“Eligible Claim”).
- 1.4 LSG services include the following:
  - 1.4.1 A dedicated compliance pre-check dashboard to assess legal risks in an automated manner (“Compliance-Check”);
  - 1.4.2 The arrangement and coordination of qualified legal counsel registered to the German bar for the Client’s assistance and defence against an Eligible Claim.
- 1.5 LSG services are only available within Germany and in connection with disputes subject to German law.
- 1.6 LSG services are not available to Clients qualifying as consumers.

## 2. Eligibility criteria, Compliance Check

- 2.1 LSG services shall only be available with respect to the Client’s website (“Website”) indicated in the service package purchased by the Client, provided that the CMP has been duly incorporated.
- 2.2 In order to be eligible for LSG services, Websites must undergo and successfully complete recurring Compliance-Check. LSG shall be available in connection with any given Warning to the extent the last Compliance-Check preceding receipt of the relevant Warning has delivered a positive result.
- 2.3 It is understood that the Compliance Check is performed in a fully-automated manner and does therefore not deliver any compliance guarantee with respect to the Website and/or the integration of the CMP within the Website. Rather, it allows consentmanager to detect certain limited defects or inconsistencies that the Client can eventually remedy in order to achieve eligibility.
- 2.4 It is understood that certain assessments, actions or other activities within the framework of the LSG may have to be performed and/or provided by a licensed lawyer admitted to the German bar subject to statutory prescriptions (“Legal Services”).
- 2.5 Client therefore hereby accepts that any such Legal Services included in the LSG shall be provided by one of the lawyers that cooperate with consentmanager (“Partner Lawyer”). Should the Client reject the engagement of the relevant Partner Lawyer selected by consentmanager, some or all of the LSG services or LSG-related services might be unavailable to Client.

## 3. Client’s obligations

- 3.1 Client commits to informing consentmanager immediately and in any case without undue delay, comprehensively and accurately upon becoming aware of any threatened Eligible Claim or upon receiving a Warning and to forwarding copy of the Warning to consentmanager.
- 3.2 Unless this has already happened before, consentmanager shall thereupon disclose via e-mail or any other suitable means to the Client the name of the Partner Lawyer to be engaged. Unless the Client objects to such engagement within twenty four (24) hours of receiving the notice (in which case consentmanager may deny the Client access to LSG services as per the preceding section), the engagement shall be deemed as accepted.
- 3.3 Throughout the provision of LSG (including Legal Services) the Client undertakes to cooperate by providing all information and, as the case may be, making the necessary declarations.
- 3.4 Should the Client ever accrue a right to reimbursement of the Client’s own lawyer’s fees, the Client commits to transfer such right or the resulting amounts directly to consentmanager to the extent of the Legal Services provided within the framework of LSG.

## 4. LSG

- 4.1 The Partner Lawyer shall assess the Warning as to its merits and consentmanager will inform the Client about the results.
- 4.2 Where the Warning is found
  - 4.2.1 not justified (e.g. because the contested infringement does not exist); or
  - 4.2.2 justified, but not based on an Eligible Claim (e.g. because the contested infringement results from an improper use of the CMP by the Client)LSG (including Legal Services) in connection with the relevant Warning shall be regarded as fully completed and delivered upon notification of the above result to the Client, without prejudice to the Client’s right to further pursue any legal claims outside the framework of the LSG with the Partner Lawyer or any other lawyer of their choice.
- 4.3 Where the Warning is found justified and based on an Eligible Claim (“Eligible Warning”), the Partner Lawyer shall recommend and take necessary countermeasures subject to the Client’s approval. Costs of such activities performed by the Partner Lawyer shall be borne by consentmanager.
- 4.4 consentmanager shall furthermore bear the lawyer’s fees to be reimbursed to the counterparty (“Counterparty Fees”) based on the Eligible Warning as per the applicable legal tariffs (in German: Rechtsanwaltsvergütungsgesetz). For the avoidance of doubt this means that in no case consentmanager shall bear any lawyer’s fees higher than those due according to the legal tariffs.

## 5. Exclusions and limitations

- 5.1 Under no circumstances shall consentmanager provide LSG services to the Client if and to the extent
  - 5.1.1 the Client is in default of its obligations (including but not limited to payment obligations) towards consentmanager hereunder or under any other contractual agreement; or
  - 5.1.2 wilfully creates or lets a third party create the conditions for Eligible Claims or Eligible Warnings to be exercised or issued against the Client; or
  - 5.1.3 abuses LSG services against fairness and good faith, e.g. by submitting a great amount of manifestly unjustified Warnings to consentmanager.
- 5.2 consentmanager shall not bear any Counterparty Fees or other damage whatsoever payable to the counterparty if the Client is provided with an insurance policy covering such expenses, regardless of whether coverage has already been confirmed by the insurer and regardless of the amount actually covered.
- 5.3 Without prejudice to the Client’s statutory or contractual rights, LSG does not cover any judicial activity nor any activity within the framework of administrative or regulatory procedures.
- 5.4 consentmanager’s total liability in connection with each Eligible Warning and the claims exercised therein shall not exceed 1.000 EUR. consentmanager’s total liability towards the Client in connection to the LSG services provided shall not exceed an aggregate amount of 1.000 EUR.

## 6. Closing provisions

- 6.1 Nothing in this annex is construed or may be interpreted as to limit or exclude the Client’s statutory rights, including if exercisable against consentmanager.
- 6.2 Amendments of this annex must be done in writing.
- 6.3 If a provision of this Annex is or becomes invalid, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a regulation that comes as close to the parties’ intention as is legally permissible. The same applies in the event of a loophole.