

General Terms of Use for Usercentrics Data Shield

Last update: June 23rd 2023

We, Usercentrics GmbH, Sendlinger Str. 7, 80331 Munich (hereinafter referred to as "Usercentrics") have developed the browser extension "Usercentrics Data Shield" which can be downloaded via our website and other domains. Usercentrics Data Shield is a free extension that allows you to – among other things – customize your web experience. You can set your privacy level once within the extension and Usercentrics Data Shield will answer consent requests based on your choice. It's available for all major browsers, including Chrome, Firefox, Safari.

Free to use

Usercentrics Data Shield is provided free of charge to you as a user.

Use of Usercentrics Data Shield

Features

Usercentrics Data Shield is provided "as is" and on an "as available" basis. Your use of Usercentrics Data Shield is at your own risk. Usercentrics makes no warranty or condition that Usercentrics Data Shield will meet your requirements or be uninterrupted, timely, secure or error-free or has a certain quality or functionality. We also cannot warrant or guarantee that Usercentrics Data Shield will meet the requirements on specific laws, esp. data privacy laws (e.g. GDPR).

- Usercentrics makes no warranty or guarantee of condition that all consent management tools (also known as cookie banners) will be hidden or not hidden in accordance with your choice.
- Usercentrics makes no warranty or guarantee of condition guarantee that your preselected choice can be executed automatically and/or exactly as defined. Usercentrics Data Shield might choose another - more restrictive - Consent option, will make no decision at all or will show the Consent Management Banner
- You acknowledge and understand that the filters used may occasionally lead to blocked content or un-blocked content (cookie banners might still occur) irrespective of your choice. This is an unwanted side effect of some filters and technologies and cannot be completely avoided.

In the case that you detect any defect or incorrect cookie banner blocking, including the blocking of content, please inform us as soon as possible, by contacting us at datashield@usercentrics.com. Usercentrics is not obliged to rectify any defects.

Privacy Levels & Settings

With Usercentrics Data Shield you can set your privacy level once and the extension will answer cookie banners based on your choice. Usercentrics Data Shield provides various levels of privacy settings, from full tracking of your personal data, to only specific categories (marketing, statistics, etc.) of data being tracked, to only the essential processing activities being allowed. It is up to you to choose the privacy level that suits you and your preferences most. You can at any time disable the extension on any website, if you wish to do so. Please be aware that it can not be excluded that changes to the privacy levels might occur.

Changes to our Services

Please be aware that we try to provide the services according to the respective technological state of the art and in such a way that they are oriented to the interest of all users.

We are entitled to adapt and change the range of services offered by us. We will announce significant technical changes as far as possible and reasonable, in good time in advance. Updates are, in general, carried out automatically.

Rules for using Usercentrics Data Shield

Within Usercentrics Data Shield the following rules apply to everyone, without exception:

- Users cannot pay to avoid the criteria of the settings of the privacy levels.
- You must not use Usercentrics Data Shield on websites where you have agreed not to use it, i.e. by agreeing to Terms of Services on the respective website, not to use any browser extensions.
- You are not permitted to use Usercentrics Data Shield in connection with any tools to circumvent technological measures that effectively control access to websites.
- You are not permitted to modify or otherwise manipulate any software or Usercentrics-codes provided by Usercentrics. Furthermore, you are not permitted to change or remove any marks, copyright notices and confidentiality notices in any software or other materials provided or made available by Usercentrics.
- You may only use the Usercentrics services as listed in these terms of use. We grant you a simple, non-transferable right of usage. All copyrights and other intellectual or industrial property and exclusive rights to services developed or made available to you, in particular software, databases or know-how, shall remain with Usercentrics or their Licensors.

Additional information

Usercentrics is entitled to use subcontractors in whole or in part for the services owed.

These General Terms and Conditions shall be governed by the laws of the Federal Republic of Germany with the explicit exclusion of the UN Convention on Contracts for the Sale of Goods. The exclusive place of jurisdiction for all disputes arising out of and/or in connection

with the contract between Usercentrics and the Customer is, to the extent permitted by law, Munich Germany.

Should one or more provisions of these General Terms and Conditions be ineffective, the remainder of the terms shall remain effective. The invalid provision shall be replaced by the relevant statutory provision.

We reserve the right to update these General Terms and Conditions from time to time. We will include a link at the end of these terms and conditions which will lead you to our previous terms if applicable.

You will be notified no later than one month before new General Terms and Conditions take effect. The notification will take place either through notification within the browser or through the store you downloaded the plugin from. By continuing the usage of Usercentrics Data Shield you agree to the newest, updated version of the General Terms and Conditions

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