

General Terms & Conditions - Professional Domain

General Terms and Conditions for Using the Professional Domain of the mobile.de Service (GTC-PrD)

These GTC are valid from 1 April 2023.

The GTC valid until 31 March 2023 can be found [here](#)

Welcome to the mobile.de GmbH (hereinafter referred to as "mobile.de"), Albert-Einstein-Ring 26, 14532 Kleinmachnow.

These GTC-PrD regulate the contractual relationship between mobile.de and the users (hereinafter referred to as "participants") of the Professional Domain (PrD) of the mobile.de online portal including the associated apps (the "mobile.de Service"). Use of the mobile.de Service is also subject to the [Online vehicle trading code](#), the validity of which all participants explicitly accept when they agree to these GTC-PrD.

Article 1 General

mobile.de operates databases, accessible via the Internet, in which, in the so-called Professional Domain, registered car dealers, motorcycle dealers and construction machine dealers (hereinafter jointly "participants") may advertise vehicles for sale or as leasing offers against payment of a fee (advertisement function), and in which motor vehicles can be searched for using the search function provided by mobile.de.

These General Terms and Conditions for the Professional Domain ("GTC-PrD") apply exclusively to the relationship between mobile.de and the participants using the Professional Domain of the databases operated by mobile.de (markets for passenger cars, freight/commercial vehicles, motorhomes and motorcycles). Any terms and conditions of a participant that contradict the present General Terms and Conditions shall

not be valid.

The [General Terms for the Public Domain \("GTC-PuD"\)](#) shall apply exclusively to the use of the Public Domain.

mobile.de shall merely provide the technical requirements, in the form of databases, by which information (ads) is conveyed. mobile.de shall not influence the content of the ads. In particular, mobile.de is not itself the party offering the vehicles advertised by participants.

mobile.de is not involved in the relationship between the participant and the interested party, or the buyer/lessee, neither in the capacity of a party nor as a representative of any party.

Agreements that were initiated as a consequence of an advertisement being placed on mobile.de by participants shall be concluded and implemented without mobile.de participating.

Participation in mobile.de online buying is subject to a separate contract concluded between the respective participant and mobile.de. Unless otherwise explicitly provided for in this separately concluded contract, these GTC-PrD do not apply to the mobile.de online buying and ads created in this context.

Article 2 Subject Matter of the Agreement and Scope of Services

mobile.de's obligation is to provide an input mask for ads, to activate the advertisements placed via the input mask, and to enable the advertisements in the mobile.de databases to be retrieved via the Internet for the period of time agreed upon with the participant.

All participants can put as many ads as they wish into mobile.de's databases. mobile.de further provides the participants the selection from different service packages and other additional services. The use of the service packages and additional services provided is based on the mobile.de [price list](#) that applies to the use of the Professional Domain.

mobile.de publishes and promotes the mobile.de Service and advertisements placed by the participants on its own and through third parties (especially other platforms), in particular by including the advertisements or parts thereof on other websites, in software applications ("Apps"), emails or print media, radio or television broadcasting campaigns for the purpose of advertising and increasing the reach of the mobile.de Service.

mobile.de also enables third parties to advertise their goods and services on the mobile.de Service.

As part of the mobile.de Service, mobile.de has access to various information about participants, including personal data. In particular, this includes information which participants enter and transmit to mobile.de as part of the mobile.de Service (such as contact information and information on the advertised vehicles, including the vehicle identification number, "VIN") as well as information which is generated during the provision and use of the mobile.de Service (such as ratings, analysis, communication). The participant can also transmit the information necessary for creating advertisements to mobile.de via a technical interface ([further information here](#)).

Participants receive information via the mobile.de Service which is necessary for the provision and use of the mobile.de Service in their participant accounts and certain data (such as account data, messages and contact information of an interested party) also via a technical interface. Participants furthermore have access to important information transmitted by them to mobile.de via the participant account (in particular contact data, company data and the vehicle fleet). Depending on the booked dealer package, the participant also receives aggregated data, especially analysis data (e.g. number of parkings in the car park, impressions or queries) regarding his advertisements through the mobile.de analysis tools.

mobile.de will only pass on the advertisements, including the information on participants contained therein, and other information from the mobile.de databases to third parties or only provide third parties with access to this information if this is necessary for the provision of the mobile.de Service (such as to increase the reach in case of the abovementioned advertisement of the mobile.de Service and the publication of the advertisements via third parties) or if mobile.de is legally or contractually entitled to do so. The forwarding or provision of access to this information can also be carried out via technical interfaces ([further information here](#)). Upon termination of the user agreement, the data provided by the respective participant or generated by his or her use of the mobile.de Service will be deleted from his or her participant account. mobile.de will retain this information even after termination of the agreement if mobile.de is legally obliged or has a legitimate interest to do so. Aggregated data generated with the data provided by participants (e.g. statistics on advertisement impressions in one category) will generally continue to be stored even after termination of the agreement. mobile.de provides

information on the processing of personal data by mobile.de, including the transmission of such data to third parties, and the rights of the participant as a data subject in the [mobile.de Privacy Notice](#).

The participant grants mobile.de the non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to use the content of the participant which he posts on the mobile.de Service online and offline in particular the rights of exhibition, reproduction and adaption as set out below.

The aforementioned license includes in particular

The right to reproduce the content on any analog and digital media (e.g. CD, DVD, memory cards, hard drives, etc.) and in any print media (e.g. periodicals, newspapers, specialized press, posters, flyers, brochures, newsletters)

The right to combine the content with other content (text, pictures, hyperlinks, trademarks, logos, etc.) and other advertising material and to use these combinations in accordance with this agreement;

The right to adapt the content or have the content adapted, especially to have the content reduced in size, increased in size, split up, shortened or, modified and to use these adaptations in accordance with this agreement (mobile.de will hereby not change the content of the statements made and details given by the participant in respect of the advertisement);

The right to use and present the content for presentations, both internal and during public events (e.g. exhibitions, seminars, training courses)

The right to feed the content into databases and store it there

The participant herewith consents to having his advertisements translated for the above mentioned purposes of with regard to foreign websites or Apps.

Where the participant transmits the VIN of advertised or administrated vehicles to mobile.de in the course of the use of the mobile.de Service (e.g. during the insertion or the automatic transmittal of an advertisement), the participant thereby grants mobile.de the right to permanently store the VINs and to use them for analysis purposes as well as for the purposes of product improvement (improvement of the quality of the advertisements, transparency, prevention of fraud) and to transmit these to third parties

for the aforementioned purposes. The participant is obliged to exclusively transmit valid VINs, i.e. only in a valid format and such VINs that are allocated to the advertised or administrated vehicle. If the participant violates the above provision, mobile.de is entitled to deny any possible agreed reimbursement of costs for VIN-enquiries. mobile.de reserves all further rights.

The participant represents and warrants that he is the author and/or exclusive licensee and/or has otherwise the right and authority to grant to mobile.de the license rights as defined above.

The entitlement to use the mobile.de Service and its functions only exists within the scope of the current state of the technology. In particular, technical reasons may mean that it is not possible, or possible only to a limited extent, to retrieve activated advertisements (unexpected system failures). Articles 15 and 16 of these GTC-PrD shall remain unaffected.

mobile.de can link the use of the mobile.de Service or particular features of the mobile.de Service or the extent to which certain features and services can be used, to particular requirements, such as checking the login data, the length of the contractual relationship, the manner and scope of usage, and make them dependent on the fulfillment of certain security precautions.

mobile.de reserves the right to temporarily restrict the possibilities of placing and retrieving ads if this is required due to capacity limits, to server security or integrity, or in order to implement technical measures and if this serves to provide for a due and proper, or improved, performance of the services (maintenance work). In so doing, mobile.de shall take into consideration the legitimate interests of all participants, in particular by informing them prior to taking the above measures. mobile.de also reserves the right to test new or changed functions and features limited to certain user groups for the purpose of enhancing the user experience to the extent this can reasonably be expected of the participants, considering mobile.de's legitimate interests. This can lead to different representations for different users.

mobile.de reserves the right to limit the number of data records imported daily by one and the same participant, should this be required for technical reasons, in particular for capacity reasons. This shall apply particularly to data transfer through interfaces made available by mobile.de for this purpose.

Through the mobile.de Service, mobile.de also offers the intermediation of financial services, especially for the financing of advertised vehicles. The intermediation for the so-called dealer financing is made to the partner bank cooperating with the dealer and mobile.de, and otherwise to or via other banks cooperating with mobile.de and other financial service providers. Furthermore, participants are also free to offer the intermediation of an own financing via other banks or financial service providers within the scope of the respective cost-based function offered by mobile.de. Otherwise, participants are not permitted to offer or intermediate financing or other financial services via the mobile.de Service.

mobile.de allows users to sort the search results according to various criteria. If a user does not take a decision, the order of the search results in the standard sorting is among others determined by the following main parameters: a. Search query and previous searches as well as accessed advertisements; b. Location or place of delivery of the vehicle, condition of the vehicle, mileage, first registration, number of previous owners, price, consumption, equipment, color.

At the top of the search results, advertisements are displayed that best match the search query, the previous searches and viewed advertisements of the respective user and therefore have the greatest relevance for that user. If the relevance is similar, advertisements from car dealers can be displayed further up depending on the dealer package booked (and other options that can be added).

In addition, advertisements for whose highlighted presentation (e.g. as a "Top Ad") the respective participant has agreed to pay a fee are also displayed in the search results. Further information on the mobile.de demand tools.

mobile.de treats advertisements placed by mobile.de itself within the scope of mobile.de online buying equally to advertisements of the participants when sorting the search results. However, the user may be given the option to filter the search for mobile.de online buying advertisements and to search for mobile.de online buying advertisements in a separate category. The mobile.de online buying advertisement can be combined with the participant's advertisement for the same vehicle to form one advertisement in which both options are presented equally (mobile.de online buying and queries to the participant).

The customer service of mobile.de is available for any participant to submit complaints or

other queries and also operates an internal complaint handling system for this purpose (cf. Article 13 of these GTC PrD).

Article 3 Registering and Concluding the Contract, Participant Account and Access Details

By registering and transferring the participant's data via the form provided by mobile.de for this purpose, an offer is made to conclude a contract for the use of the Professional Domain in accordance with the present GTC-PrD. The participants, in the sense of the present GTC-PrD, shall be deemed to include the principle business plus individual subsidiaries, sales outlets and other sites. Each of such sites is required to register separately and mobile.de shall invoice separately for each of the sites specified. A participant account is non-transferable and may not be used by different subsidiaries or sites.

After receiving the offer, mobile.de shall decide at its own discretion whether to accept it or not. The offer shall be accepted by either a confirmation of the order being sent or by transferring the access data (username and password) for the Professional Domain.

The contract can be concluded in German or English. The text of the contract (these GTC-PrD) is available [here](#).

Only legal entities and natural persons capable of unrestrictedly entering into legal transactions may register. Minors, in particular, may not register. The person registering must be authorized to conclude such agreements on behalf of the participant.

The person registering is obliged to provide information that is complete and correct.

As part of the registration and the ongoing contractual relationship, mobile.de is entitled to demand submission of an excerpt from the Commercial Register and/or Trade Register (Gewerberegister) as well as other documentation and information which seem necessary or expedient for registering the participant or for maintaining the contractual relationship.

If the data provided alter after registering, the participant is obliged to inform mobile.de of the fact as soon as possible. The information must be provided in writing, by fax or by email.

The participant is obligated to verify the information provided at the time of registration and after every change. Before transmitting his data, the participant can check and, if

necessary, correct his data via the indicated technical means.

mobile.de may, in its sole discretion, offer the possibility that individual users of other participants (e.g. of companies from the same company group or of other sites belonging to the participant) use their access details to log-in and use the participant's account. Such use requires a prior authentication and authorization of the individual user which needs to be proven to mobile.de, upon mobile.de's request by submitting respective documents and/or declarations of the participant. mobile.de will notify the participant's contact person(s) about the setup of each such access for an individual user.

The participant must keep their password secret and keep their access details safe. The participant is also obliged to notify mobile.de immediately if there is evidence that their access details have been misused by some third party. This also applies in respect of access data of individual users of a participant in the event that the participant provides of more than one access.

mobile.de will not give a participant's password to any third party and will never ask the participant for the password by email or telephone.

The participant is strictly liable for all activities carried out using their access details or an access authorized according to paragraph 8 of this Article 3, particularly for any and all activities of his individual users in the event where the participant has more than one access. If the participant is not responsible for the misuse of the access details because they have not contravened the existing obligations to be careful, they shall not be liable.

Article 4 Deletion of Offers, Blocking, Termination and other Measures

mobile.de may take the following measures if a participant has contravened statutory provisions, the rights of third parties or the present GTC-PrD or any provisions implemented through these GTC such as the Online vehicle trading code:

Delete ads or other contents placed with mobile.de that violate the law or the contract

Delay the publication of content that has been placed with mobile.de that violates the law or the contract

Issue warnings to participants

Limit or restrict the use of the mobile.de Service, insofar as the restriction limits the effects of the violation or prevents repeated violations by the user

mobile.de may also take the following measures if the violation of statutory provisions, the rights of third parties or these GTC-PrD or any provisions implemented through these GTC such as the Online vehicle trading code, constitutes a material reason for mobile.de:

Impose temporary blocks on participants

Impose definitive blocks on participants

Termination of the user agreement

Deletion of the user account

Material reason for mobile.de shall exist if the participant does not remedy a serious violation despite a corresponding request by mobile.de within a reasonable period of time set by mobile.de, if the participant repeatedly commits a serious violation despite a previous warning by mobile.de, or if other reasons make it unreasonable for mobile.de to continue the contractual relationship without taking the measure, taking into consideration all circumstances of the individual case and weighing the interests of both parties.

In selecting the measure, mobile.de shall take into consideration the legitimate interests of the affected participant, in particular whether there are indications that the participant is not responsible for the contravention. If mobile.de takes one of the above measures, mobile.de will inform the affected user of the measure with a statement of reasons in accordance with applicable law.

In case of default in payment, or should an authorization for direct debit be revoked or a debit note be returned, mobile.de shall be entitled to withhold its services and temporarily block the vehicle ads of the participant concerned, so that the latter's ads can no longer be retrieved from the databases. mobile.de's rights according to paragraph 2 of this Article 4 remain unaffected.

The contractual relationship between mobile.de and the participant may be properly terminated by either party to the contract within a period of 30 days. Notice of termination is to be provided in writing to mobile.de GmbH, Albert-Einstein-Ring 26 in 14532 Kleinmachnow or by email to: service@team.mobile.de

mobile.de will give reasons for a proper termination, whereby the reasons may result from paragraph 1 and 2 of this Article 4 in connection with the respective provision which

was infringed. The right of mobile.de to delete individual advertisements, to block users and to take other measures in accordance with this Article 4 as well as the right to terminate without notice for good cause remain unaffected.

In the event of a definitive block or termination, mobile.de will inform the participant 30 days before the block takes effect and provide a statement of reasons for the block or suspension on a durable medium (e.g. by email) unless there are compelling reasons not to do so. The above notice period does not apply if the termination or definitive block is due to mandatory legal provisions or regulatory orders or if mobile.de can prove that the participant has repeatedly infringed these GTC PrD, which has led to termination or a definitive block.

If mobile.de takes one of the measures listed in this Article 4, in particular a restriction, block or termination, the participants have the opportunity to clarify the facts and circumstances of the measures within the scope of mobile.de's internal complaint handling procedure (cf. Article 13 of these GTC PrD).

Should the contractual relationships be resumed and a participant be reinstated following termination or a definitive block by mobile.de according to paragraph 2 of this Article 4, mobile.de shall be entitled to request a reinstatement fee in accordance with the currently valid [price list for the Professional Domain](#).

Article 5 Rendering of Accounts, Due Date for the Remuneration and its Amount, Payment

The monthly participation fee shall be calculated on the basis of the current valid [price list](#) and is invoiced by mobile.de for the calendar month just gone. Billing shall be only by electronic means, by sending an invoice by email. The total sum shown in the invoice shall be due for payment immediately after receipt of the invoice.

For each query that a user makes regarding a leasing offer via the mobile.de Service and that mobile.de forwards to the participant ("leasing query"), mobile.de receives a fee ("leasing query fee"), the amount of which is determined by the applicable mobile.de [price list](#). The leasing query fee is invoiced together with the other costs and fees owed by the participant for the preceding calendar month in accordance with Article 5 paragraph 1 GTC-PrD.

The participant may lodge a complaint about a leasing query via the function provided for this purpose in his participant account (as described in more detail in the price list).

mobile.de will examine each complaint on a case-by-case basis, contact the participant if necessary and request further evidence and finally decide at its reasonable discretion. In case of disagreements, the participant has access to the internal complaint handling system of mobile.de (see Article 13 GTC-PrD).

The participant has to pay mobile.de additional fees for any additional services. These services may also be subscribed through mobile.de's service partners (i.e. tool providers, data service providers); the fees will be invoices by mobile.de. Scope of service, specific conditions and the level of each fee shall be based on the current valid [price list](#).

In case an advertisement is deleted according to Article 4 of these GTC-PrD due to a circumstance that the participant is responsible for, a reimbursement of the insertion fee or a credit towards the service quota does not take place, unless the participant can provide evidence that no damage or a significantly lower damage has occurred. The deleted advertisement will count into the monthly participation fee.

The settlement of the fees that a participant is to pay is generally done via SEPA direct debit. For this purpose the participant gives mobile.de a respective SEPA direct debit mandate during registration. A different settlement method requires a separate agreement between mobile.de and the participant.

For the settlement via SEPA direct debit the total stated in the invoice shall be charged from the participant's bank account once it is due. The total amount due and settlement date will be pre-notified at a minimum of five (5) days prior the settlement date; the SEPA pre-notification period is therefore reduced to five days. The participant must ensure that his bank account has a sufficient balance at all times.

The participant must bear all costs that incur if the collection via direct debit fails due to a reason that the participant is responsible for.

Article 6 Price Modifications/ Changes or Amendments to the GTC-PrD

mobile.de shall announce any changes to its prices in due time such that the participant may end the contractual relationship, while observing the period of notice as stipulated in the contract, with effect from a date prior to that on which the modified prices take effect. Should the participant fail to exercise said right and continue to use the services of mobile.de after the date on which the changed prices take effect, the price modification shall become binding for both contractual partners. Accounts shall be

rendered on the basis of the modified prices.

mobile.de may offer changes to these GTC-PrD with a reasonable notice period of no less than 15 days ("change offer"). The changed terms shall be provided on a durable medium (e.g. by email) at the latest 15 days before they come into effect. The change offer shall be deemed to have been accepted unless the offer has been objected to in text form (e.g. in written form or by fax or email) within 15 days after their having been announced. If the participant does not agree to the changes, he is entitled to a cost-free right of termination without notice until the proposed date on which the changes are to take effect. In the message by way of which the changes are offered, mobile.de will also once again particularly point out to the participant the right of refusal, the deadline for this and the possibility of termination. The changed GTC-PrD will additionally be published on the mobile.de website.

Article 7 Requirements as to the Contents and Layout of Ads

The participant undertakes to only place a vehicle in the section provided for that type of vehicle (markets for passenger cars, freight / commercial vehicles, motorhomes and motorcycles). Only those advertisements are permitted which serve to sell or lease motor vehicles and motor vehicle trailers as well as self-propelled and non-self-propelled motor-driven machines.

In detail this shall refer to the following:

Passenger car market: passenger cars

Freight/commercial vehicle market: trucks, truck trailers, passenger car trailers, semi-trailers, chassis, platforms for trucks or trailers, construction vehicles and devices, fork lifts, agricultural vehicles

Motorhome market: motorhomes

Motorcycle market: Motorcycles, motorcycle combinations, sidecars, trikes, and other motor-driven bicycles

The following ads in particular shall not be permitted that serve to advertise:

the concluding of rental or hire purchase contracts or any other form of financing or cession of the right to use for motor vehicles, unless this occurs within the scope of a service or function explicitly offered by mobile.de for this purpose (such as leasing offers

according to paragraph 2 of this Article 7 or financing offers according to Article 2 No. 8). Article 2 paragraph 8 of these GTC-PrD remains unaffected by this;

the transfer of agreements to sell or lease motor vehicles

the purchase of motor vehicles or other objects of any kind

the sale of spare parts and accessories for motor vehicles

the sale or promotion of software

the promotion of services

Participants may also offer leasing models for vehicles using the functions provided for this purpose and described in more detail in the participant account. In this case, the costs for the users may only be calculated based on the kilometers traveled (exclusive kilometer-based leasing). Offering other leasing models is not permitted. This applies in particular to leasing offers based on residual value and in which a special right of tender ("Andienungsrecht") is reserved for the participant or the respective lessor, and to all other leasing offers that constitute a nongratuitous financing assistance within the meaning of Section 506 Paragraph 2 of the German Civil Code (BGB).

The participant undertakes to provide complete and correct information with regard to the vehicle (especially concerning the registration date/year of construction and mileage), the price, the legal relationships concerning the vehicle as well as with regard to the remaining content of the ad. Vehicles equipped with a replacement engine must be identified as such. In this case the actual mileage of the vehicle must be disclosed. Incorrect information provided by mistake (such as, for example, typing errors, placement in incorrect categories) are to be corrected without undue delay upon being discovered using the "Revise" function.

When placing the ad, the participant must disclose the vehicle's condition, especially if the vehicle is significantly damaged and these damages have not been repaired. The participant shall do this by flagging the vehicle by selecting the appropriate options when placing the ad. Significant damage that has not been repaired refers to damage to the engine and transmission, and damage caused by road traffic accidents, fire, hail or water which is impossible to repair or can only be repaired by spending a substantial amount of money. This especially encompasses vehicles meant to be exploited ("Bastlerfahrzeuge"). Minor damage is excluded from this and should be specified in text in the field

"Description". The obligation to disclose known and repaired previous significant damage shall remain unaffected hereby. Such listed vehicles may only be found if the respective search option is selected in the search screen.

Vehicles which are solely offered for export or to business buyers or lessees must be designated accordingly by using the respective functionality/-ies.

It is not permitted to advertise more than one vehicle, either separately or as a package, per ad.

It is not permitted to concurrently advertise the same vehicle more than once in any of the categories. This shall also apply if the same vehicle is being placed in the database at the same time by different participants. An exception is made for vehicles that are not immediately deliverable.

The participant must be able, during the period the ad runs, to immediately conclude with a potential buyer a legally valid purchase contract for the advertised vehicle and to hand over and transfer ownership of the vehicle at the availability time (used cars) or the delivery time (new vehicles) specified. In case of leasing offers, the participant must ensure that a contract can be concluded with the respective lessor – if the necessary requirements are met – at the conditions stated in the advertisement without delay, and that the vehicle can be handed over at the stated availability or delivery time.

The ads can be illustrated with photos. The participant undertakes to only upload photos to mobile.de's database that they are permitted to use without restrictions and that are not encumbered by any third party rights and in particular third party copyrights. The photos used may not be misleading and must reflect the actual condition of the advertised vehicle. If the participant uses catalogue images, they must make this clear.

Where mobile.de provides certain seals of quality, guarantee marks or other symbols of trustworthiness, a participant is obliged to take care that they are only displayed in ads for vehicles that qualify for them. Other symbols of trustworthiness may only be used if so authorised by mobile.de.

In its wording, content, visual layout and intended purposes, the ad may not violate statutory provisions or public decency. Persons engaged in business must in particular comply with the regulations of the Copyright Act and the Trademark Act, the German Telecommunications Services Act (Telemediengesetz) (obligation to provide the

publisher's information), and of the German Ordinance on Fuel Consumption Labelling for Cars (Pkw-Energieverbrauchs-Kennzeichnungsverordnung = Pkw-EnVKV).

The participant is obliged to provide correct and truthful prices. In so doing, the participant should particularly comply with the regulations of the German Pricing Ordinance (Preisangabenverordnung – PAngV). Under Article 3 Paragraph 1 of the German Pricing Ordinance, retail prices are to be stated which must in particular include value added tax and other pricing components (e.g. destination charges). Furthermore, retail prices may not include any benefits provided by the dealer or third parties (e.g. premiums or subsidies), the receipt of which is subject to conditions that still have to be fulfilled. Ads with prices that are incorrect or misleading are not permitted.

Regarding leasing offers posted by the participant, the participant guarantees that (i) if the participant is not itself the lessor, he cooperates with the respectively indicated lessor, and is particularly entitled to post the leasing offer and name the lessor in the mobile.de Service, and (ii) the leasing offer advertised is not a nongratuious financing assistance within the meaning of Section 506 Paragraph 2 BGB.

It is generally not permitted to include links to external websites, other services and external sources of information in an ad unless they are strictly required for legal reasons. Links in this sense also refer to email addresses and non-activated web addresses (URLs) and parts thereof. Exempted are links, inserted into the free text of the ad, to the participant's own, externally hosted pictures of the vehicle, PDF files and videos, if these contain additional information about the advertised vehicle (e.g. vehicle reports, user manuals, etc.).

Specifying service telephone numbers, particularly (0)900 and (0)180 numbers, which, when dialed, result in higher telephone charges for callers, is not permitted.

Article 8 Privacy

The participant shall use personal data of other users which he receives through the mobile.de Service (e.g. through the messaging function) solely for the purpose of replying and following up on a specific inquiry. Further use of this data, especially for marketing purposes, may only take place in accordance with statutory requirements, e.g. the prior consent of the user (see also the [mobile.de privacy policy](#)).

Article 9 Responsibility for the Contents of Ads; Uploading Vehicles

The participant alone shall be responsible for the contents of the ads. mobile.de shall review the ads neither for correctness nor completeness. mobile.de shall not be liable for the correctness and completeness of ads.

When a participant uses an interface or other means intended by mobile.de for the automatic transmittal to put their entire vehicle inventory or individual ads onto the mobile.de Service, they are obliged to verify that the data sent is complete and correct. Given the differing technical specifications of different file formats, mobile.de accepts no liability for the data being complete and free of errors. The participant is further obliged to effect such transmittal – also where this is done by a service provider of the participant – only in such a format as currently published by mobile.de for such a transmittal. mobile.de is not obliged to publish and show ads that are not compliant with the current format; they will however count as placed ads subject to payment in the sense of Article 5 para. 1 of these GTC PrD and the [price list](#).

mobile.de provides no representation, warranty or guarantee that the ads comply with statutory provisions and accepts no liability for the ads complying with statutory provisions.

mobile.de in particular does not provide any representation, warranty or guarantee that purchase or lease agreements initiated or concluded on the basis of mobile.de ads are enforceable according to the national law of an affected state, or in any other way result in the legal or economic results that one or both parties to the purchase or lease agreement may have intended.

Article 10 Database Updates, Vehicle Search, Deletion of Advertisements, Administration, Backup

In order to make the vehicle search as fruitful and successful as possible, mobile.de strives to keep its data current. Therefore participants should delete vehicle ads as soon as the vehicle on offer has been sold or leased or is no longer available for other reasons. For a more convenient searchability of vehicles with specific equipment features, mobile.de may display the vehicle equipment specified in text in the field "Description" by the participants as a selectable equipment feature in the detailed search.

Every participant is obliged to keep the vehicles advertised on mobile.de updated and to regularly administer its ads in the Professional Domain within a period of 2 weeks. Should a participant fail to perform such administration within said period of time, mobile.de

reserves the right to deactivate the participant's ads due to lack of updating, so that the ads can no longer be retrieved from the database and can no longer be viewed using the search mask in the Public Domain. The ads shall automatically be reactivated when the participant administers them.

Each participant shall be obliged to create backups of its data inventory including the vehicle photographs in order to be able to quickly restore the ads in case of data loss. Data backups are made in the Professional Domain using the menu item "Inventory" and the sub-item "Data Backup".

Each participant is responsible to archive information publically available through the mobile.de Service needed for the purposes of keeping proof, accounting or other purposes, on independent storage media.

Article 11 Manipulating the Vehicle Search, Scraping and Destroying System Integrity

Participants may only use the search screens provided by mobile.de to search for vehicles in the mobile.de Service. Bypassing the search screens to search for vehicles, in particular by using search tool which are not authorised by mobile.de and access the mobile.de databases, is not permitted. The contents of the mobile.de service may not be extracted, re-used, integrated into any other website, linked and/or otherwise connected either in whole or in part. The use of data mining, robots, grabbing, scraping and/or similar data collection and extraction programs and technologies is prohibited, particularly also with regard to the contents that are accessible in the Professional Domain. Non-compliance will be prosecuted, for instance, under civil law under the aspect of interference with an established and operating business, and can have consequences under criminal law under the aspect of illegal interference with affiliated industrial property rights as provided for in Section 108 et seq. of the Copyright Law.

Activities aimed at compromising the mobile.de Service are prohibited. The participant may not take any actions that may result in an unreasonable or excessive strain being placed on the mobile.de infrastructure. Participants shall not be permitted to block, overwrite or modify contents generated by mobile.de, or in any other way to create a disturbance by interfering with the mobile.de Service.

The search in the mobile.de Service is provided to the users for a targeted and quick discovery of offered vehicles. In order to provide the desired results to the users through suitable search words, the text contents of an ad must clearly refer back to the offered

vehicle. Participants shall therefore not be permitted to falsify or manipulate the results of the vehicle search on the mobile.de Service by making or using incorrect or misleading inputs or terms, by placing ads in an incorrect category, by technical activities or by any other misuse of the functionalities of the mobile.de Service. Particularly prohibited is the keyword-spamming. Keyword-spamming means the use of terms that do not or only partly describe the actual vehicle but are intended to attract users to the ad. The same applies for hidden HTML-texts and the illegal use of brand names or trademarks.

Article 12 Dealer Rating System

mobile.de provides a dealer rating system. The rating system enables users of mobile.de to rate the participants. Participants also have the option to reply to ratings of users of mobile.de. The rating system is an integral part of the mobile.de Service. The ratings of the participant are displayed in connection with the ads and the web presence of the respective seller in the scope of the mobile.de Service; an option for deactivation does not exist. Subject to the selected scope of services, mobile.de may offer the participant the integration of the received ratings in the participant's online presence. The use of the rating system is subject to the following provisions as well as the [Dealer Rating Policy](#).

The participant must not misuse the rating system. Inappropriate uses include where the participant positively influences his rating results or those of other participants by way of own ratings or ratings on order, distribution of false information, the granting of special conditions or other incentives or the threatening or comparable disturbance of users of mobile.de,

the participant negatively influences the rating results of other participants by way of own ratings or ratings on order, distribution of false information, the granting of special conditions or other incentives or the threatening or comparable disturbance of users of mobile.de,

the participant takes part in a violation of the provisions laid down in the [Dealer Rating Policy](#).

With the rating system mobile.de only provides the technical surroundings for a transmittal of information (ratings and replies). mobile.de does not influence the content of the ratings.

If a participant and/or a user is of the opinion that a rating violates provisions laid down

in the statutory law, these GTC-PrD or the [Dealer Rating Policy](#), the participant or the user has the right to inform mobile.de about this. mobile.de will then review the complaint and, in case of a violation, delete the affected contents of the rating. The same shall apply where the reply of a participant violates provisions in the statutory law, these GTC-PrD or the Dealer Rating Policy. Where the violation affects only part of a rating or reply, only the respective affected part shall be deleted and marked accordingly; the rest of the rating or the answer shall remain.

In the case of a complaint against the content of a rating the participant is obliged to cooperate in respect of a clarification of the facts to the best of his ability. For this purpose the participant shall answer enquiries from mobile.de in respect of the facts of the case with 14 days via email or in writing (as requested by mobile.de).

When a participant wishes to request a rating from a customer by way of a rating request sent by email through mobile.de, this is only permitted if this customer has previously and personally experienced the service provided by the participant and subject to an express consent of the customer to the receipt of such rating request from mobile.de and to the transfer of the email address of the customer to mobile.de for the purpose of sending the rating request, in compliance with the statutory provisions and obtained by the participant from the respective customer in advance. Where mobile.de is held responsible by a third party due to a lack of consent, the participant is obliged to indemnify mobile.de in this respect in accordance with Article 14 of these GTC PrD.

mobile.de has the right to advertise the rating system as part of the mobile.de Service itself and through third parties in accordance with the provisions in Article 2 para. 3 of these GTC PrD. The participant is not entitled to include the contents of the rating system (e.g. the rating results) outside of the mobile.de Service, unless mobile.de has expressly consented to such an inclusion in writing or by other means (e.g. subject to a selected service model). Without the respective consent by mobile.de the participant is in particular not entitled to include the contents into other websites (e.g. his homepage) or into other advertising material, or to include references to the rating system or its content for example for the purpose of increasing the trust in his offers. In case of a given consent the participant shall comply with any additional provisions provided as well as with applicable law.

Article 13 Internal Complaint Handling System

For any comments or queries in connection with the services offered by mobile.de, participants can use the mobile.de customer service free of charge. In addition, mobile.de has set up an internal complaint handling system specifically for complaints pursuant to Articles 4 and 12 of these GTC PrD as well as other complaints. Depending on their customer status, participants can contact their contact person by telephone or email or, if mobile.de has not expressly assigned such a contact person, they can submit their complaint to the following email address: service@team.mobile.de. The customer service will register and document each complaint as a separate case. Upon processing of the complaint case within a reasonable time, customer service will inform the participant of the result of the processing. mobile.de regularly reviews its internal complaint handling system and records the effectiveness of the internal complaint handling in a report.

Article 14 Indemnification

The participant shall release mobile.de from any and all claims asserted by third parties against mobile.de because their rights are being violated by the participant's ad or by any other use of the mobile.de Service by the participant. The participant shall also hereby assume the necessary costs incurred by defending the rights of mobile.de, including any and all legal and court fees. This shall not apply if and to the extent that the participant is not responsible for the violation of rights.

Article 15 Warranty

mobile.de does not warrant the accuracy and timeliness of the data that participants enter into the mobile.de databases. The mobile.de databases are at least 97% available on a monthly average. Due to the performance of necessary maintenance work and improvements, individual functions may temporarily be unavailable.

In cases of force majeure, mobile.de shall be released from its obligation to perform. Force majeure shall be deemed to refer to all unforeseeable events, and to such events for the effects of which on the fulfilment of the agreement neither of the parties is responsible. Such events shall include in particular legitimate labour disputes, also in third-party companies, official measures taken by authorities, the failure of communication networks and gateways of other providers, disturbances in the area of network operators (Leitungsgeber), other technical malfunctions, including when such circumstances occur in the area of subcontractors, sub-suppliers or their subcontractors,

or operators of subnodal data processors (Subknotenrechner) authorised by the supplier. No entitlements shall result for participants for any failures for which mobile.de is not responsible.

Article 16 Limitation of Liability

Except if essential contractual obligations are violated, mobile.de shall only be liable for damages vis-à-vis companies if and to the extent that mobile.de, its legal representatives, senior managers or other persons employed by mobile.de in the performance of its obligations are culpable of having acted intentionally or with gross negligence. Should essential contractual obligations be violated, mobile.de shall, in deviation of the above regulation, be liable for any culpable conduct of its legal representatives, senior managers or other persons employed by mobile.de in the performance of its obligations. Essential contractual obligations are such obligations the fulfillment of which makes the due performance of the contract possible in the first place, on the compliance with which the participant may normally rely and the breach of which jeopardizes the achievement of the contractual purpose.

With the exception of intentional or grossly negligent conduct of legal representatives, senior managers or other persons employed by mobile.de in the performance of its obligations, the liability of mobile.de shall be limited in its amount to damages typically foreseeable at the time the agreement is concluded.

There shall only be a liability for the compensation of indirect damage, in particular for lost profits, in the case of intentional or grossly negligent conduct of legal representatives, senior managers or other persons employed by mobile.de in the performance of its obligations.

The exclusions and limitations of liability referred to above shall not apply in the case of specific guarantees having been made by mobile.de, nor in case of damages resulting from injury to life, limb or health or the violation of mandatory statutory provisions.

Article 17 Copyright and Usage Rights

Any and all data, information, company logos, texts, programs and images of advertisements and other content (e.g. ratings and replies in the scope of the rating system) placed on the mobile.de Service can be subject to copyright laws. Moreover, the other images that can be called up via the mobile.de service are also copyright

protected. The modification, further processing and usage by third parties in media of any kind is not permitted. The rights of the respective author and of the participant shall remain unaffected hereby.

If the participant uses services or tools offered by mobile.de to create videos or other content for the use within its ads, the use of videos or other content, that have been created through the mobile.de services or tools, other than in the participant's ads requires mobile.de's prior approval.

Article 18 Exercise of rights by third party, transfer of contract

mobile.de may make use of affiliated companies when performing the rights and obligations under this user agreement.

mobile.de has the right to fully or partially transfer its rights and obligations under this contract to a third party with a notification period of four weeks. In this case a participant may terminate the user agreement.

Article 19 Final Provisions

This usage agreement, including these GTC-PrD, shall, in its application and interpretation, be subject exclusively to the laws of the Federal Republic of Germany. The application of the United Nations Convention on Contracts for the International Sale of Goods of April 11th, 1998 shall be excluded.

The place of performance shall be 14532 Kleinmachnow. Potsdam shall be agreed upon as exclusive place of jurisdiction for any and all claims arising from or in connection with the user agreement including those GTC-PrD, to the extent this concerns a merchant, legal entity or special funds under public law. The same shall apply if the participant has transferred their residence abroad following the conclusion of the agreement, or does not have any general place of jurisdiction in Germany.

mobile.de is willing to cooperate with the mediators listed [here](#) in order to achieve an out of court settlement of any disputes with business users; however, before initiating such mediation proceedings, business participants should attempt to clarify their concerns with mobile.de's customer service (see Article 13 of these GTC PrD).

The invalidity or ineffectiveness of individual provisions of the present GTC-PrD in whole or in part shall not affect the validity of the remaining provisions. Such invalid or

ineffective provisions of these GTC-PrD shall be replaced by the statutory law. Where such statutory law for the individual case does not apply (regulatory gap) or leads to an unacceptable result, the parties shall enter into negotiations in order to agree legally effective provisions which come as close as possible in economic terms to said invalid or ineffective provisions.