

General Terms and Conditions - Public Domain

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

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

The mobile.de General Terms and Conditions are valid from 28 August 2020.

[The new GTC as PDF](#)

[View the Terms and Conditions effective until 27 August 2020](#)

The following GTC-PuD apply to the use of the public domain of the mobile.de Service. If you are using mobile as a consumer within the meaning of the statutory provisions (§ 13 of the German Civil Code (BGB)), you have the following right of withdrawal.

Right of Withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (mobile.de GmbH, Albert-Einstein-Ring 26, 14532 Kleinmachnow, telephone number: 030 8109 7601, Email:

service@team.mobile.de) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or via e-mail). You may use the

attached [model withdrawal form](#), but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

Section 1: General

mobile.de operates databases accessible via the Internet in which, via the so-called Public Domain, legal entities and natural persons capable to enter into legal transactions without limitations (hereinafter referred to as "participants") may advertise motor vehicles for sale against payment of a fee ("advertisement function"), and in which said entities and persons can search for motor vehicles by means of the search function provided by mobile.de. These General Terms and Conditions ("GTC-PuD") govern the service of mobile.de for the web presence and local and mobile applications and services (hereinafter referred to as "mobile.de Service"). Certain functionality and additional services may not be available through all mobile.de Services or require creation of a mobile.de user account.

The Public Domain of the mobile.de Service is generally open to participants acting as private, business or freelance sellers ("business participants"), as long as they are not

acting as professional car dealers. Ads by professional car dealers may only be listed in the Professional Domain of the mobile.de Service.

The present General Terms and Conditions (GTC-PuD) apply exclusively to the relationship between mobile.de and the participants using the Public Domain of the databases operated by mobile.de (markets for passenger cars, freight/commercial vehicles, campers and motorcycles). Any terms and conditions of a participant contradicting the present GTC-PuD or deviating from them shall not be valid.

For the use of the Professional Domain, exclusively the General Terms and Conditions for the Professional Domain (GTC-PrD) shall apply.

mobile.de merely provides the technical requirements, in the form of databases, by which information (advertisements) is conveyed without in any way influencing the contents of advertisements. In particular, mobile.de is not itself the party offering the advertised motor vehicles for sale.

mobile.de is not involved in the relationship between the seller and the party interested in the purchase, or buyer, neither in the capacity of an intermediary nor as a party or representative of any party.

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

Section 2: Scope of Services

Under the present Terms and Conditions, mobile.de is under the obligation of providing an input mask for advertisements, of activating the advertisements placed via the input mask, and of ensuring that the advertisements in the mobile.de databases can be retrieved via the Internet. Beyond that, mobile.de may offer additional services at its own discretion, e.g. at the participant's request, directly establishing the contact to dealers potentially interested in purchasing the motor vehicle, using the basic information about the motor vehicle (depending on the motor vehicle to be sold). Display and scope of operation may vary as the access may be, e.g. via the mobile.de website or mobile applications.

When an advertisement is placed, mobile.de may, if available, offer the participant the

option of having the price for the motor vehicle automatically determined on the basis of certain basic information entered about the motor vehicle to be sold (e.g., make, model, first registration, etc.) The displayed price is based on the experience of mobile.de, may vary depending on the sales channel (advertisement or direct sale to dealers) and constitutes only a guideline intended to assist participants and dealers in determining a fair market purchase price. The real value of the motor vehicle depends on many other factors unknown to mobile.de, such as the specific equipment and the specific condition of the motor vehicle. mobile.de will not assume any liability for the real value of the motor vehicle or the price agreed on conclusion of a purchase agreement being equivalent or close to the displayed price.

If mobile.de offers the relevant function, the participant can decide whether he wishes to have suitable dealers in his vicinity determined on the basis of his entries instead of or in addition to the activation of his advertisement for the public. On the basis of the information given, suitable dealers (if available) and dates available for appointments with these dealers are then displayed to the participant. The participant may select one of the displayed dealers and a date available for an appointment and agree on an appointment with the relevant dealer after entering certain contact details. Thereupon, mobile.de will contact the participant to arrange for contact by the dealer and will contact the participant after the appointment in order to find out whether the appointment went satisfactorily. The appointment, contact and vehicle data entered by the participant will be forwarded to the dealer together with the determined price.

Where mobile.de establishes the contact to a dealer, this does not constitute a binding offer to conclude a purchase agreement via the mobile.de Service by either the participant or the dealer. Nor does the transmission of the participant's data to the dealer or the agreement on an appointment constitute an offer in this regard. Neither participants nor dealers are obligated to sell or purchase the motor vehicle at the price determined by mobile.de. Negotiations about the conclusion of a purchase agreement are conducted directly between the participant and the dealer. Section 1 No. 6 and No. 7 of these GTC-PuD apply analogously.

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. To this end mobile.de can also provide third parties access to the data, information and content posted on the mobile.de Service. The participant herewith consents to having his advertisements translated for the purpose of integrating them into foreign websites, Apps or similar services.

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) as well as information which is generated during the provision and processing of the mobile.de Service (such as ratings, analysis, communication). Participants receive information via the mobile.de Service which is necessary for the provision of the mobile.de Service (in particular the messages and contact information of an interested buyer). Participants can also access their advertisement data via technical interfaces offered by mobile.de. Participants furthermore have access to important information transmitted by them via My mobile.de (in particular via Edit Account, My Ad, My Searches, My Car Park) as well as to advertisement statistics (e.g. number of impressions on own advertisements). Further access to aggregated data does not exist. 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 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 advertising the mobile.de Service and the publication of the advertisements via third parties in accordance with Section 2 No. 5 of these GTC-PuD) or if mobile.de is legally or contractually entitled to do so. The forwarding or provision of such access 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 user account. Notwithstanding the foregoing, 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 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 participants are entitled to use the mobile.de Service and its functions only within the scope of the current state of technology.

mobile.de reserves the right to temporarily restrict the possibilities of placing and retrieving advertisements if this is required due to capacity limits, for purposes of server safety 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 contractual services owed (maintenance work). In so doing, mobile.de shall take into consideration the legitimate interests of all users, in particular by informing them prior to taking the above measures.

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).

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 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 "Page-1-Ad") the respective participant has agreed to pay a fee are also displayed in the search results. For more information on the possible options for highlighted display as part of the advertisement packages, please refer to the [price list](#). For car dealers, various dealer packages with additional options for influencing the ranking are available (more on this in the GTC-PrD).

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

from business participants. Depending on their customer status, business 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. Each complaint will be forwarded as a separate case to the competent department, documented and processed by this department within reasonable time. The business participant will be informed 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 ([here](#)).

Sections 14 and 15 of the present General Terms and Conditions for Using the Public Domain (GTC-PuD) shall remain unaffected hereby.

Section 3: Registration and user account

The use of the mobile.de Service requires a registration. The registration is free. With the registration a participant and mobile.de conclude a contract regarding the use of the Public Domain of the mobile.de Service (hereinafter referred to as "user agreement"). A participant is not entitled to the conclusion of the user agreement.

Only legal entities and natural persons capable to enter into legal transactions without limitations may register. In particular, minors are prohibited from registering.

The information a participant has to provide during registration has to be provided completely and correctly. The participant is required to correctly disclose his status as a private or business seller. The registration is completed by entering a valid email address and choosing a personal password. The personal password is to be kept secret and may not be disclosed to third parties.

In case the information provided during registration changes at a later date, the participant is obligated to update this information in his user account promptly.

The participant is obligated to verify the information provided at the time of registration and after every change.

Every participant may only register once on the mobile.de Service. The simultaneous registration of more than one user account is prohibited. A circumvention of this regulation is not allowed. A user account is not transferable.

mobile.de reserves the right to delete user accounts which have been inactive for a period of 12 months. mobile.de will notify the participant at least 30 days before the deletion of the user account on a durable medium (e.g. by email).

Section 4: Insertion and extension of advertisements

A member classified as private can only run a maximum of two different ads per calendar month in the public section of the mobile.de Service. A violation, especially through the use of multiple user accounts, entitles mobile.de to delete the ad and to exceptionally terminate the licence agreement.

A member classified as commercial can only run a maximum of ten different ads per calendar month in the public section of the mobile.de Service. A violation, especially through the use of multiple user accounts, entitles mobile.de to delete the ad and to exceptionally terminate the licence agreement.

Advertisements can be inserted and extended for a certain time span. An advertisement can be relisted indefinitely. Ended advertisements can be found via the mobile.de search functionalities for a period of 90 days after expiration.

In calculating the advertisement period, the day on which the advertisement is placed or extended shall not be included. The advertisement period shall commence at midnight on the day following the day the advertisement was placed or extended, and shall end upon expiry of the last day of the advertisement period.

The price of an advertisement is presented to a participant prior to its insertion or extension.

Permitted modifications to an advertisement are free of charge and can be performed with the advertisement number allocated to the advertisement and the postal code of the participant, using the menu item "My Ad".

An advertisement may be deleted by the participant at any time. Should an advertisement be deleted by the participant, no reimbursement of an advertisement price already paid shall be made, unless the participant can provide evidence that no damage or a significantly lower damage has occurred.

Section 5: Accounting, Due Date of the Advertisement Remuneration, Payment

Accounting is done only electronically by sending an invoice by e-mail. Payment for an advertisement can be done by credit card or PayPal. If mobile.de provides payment by 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 to the participant at a minimum of five (5) days prior to the settlement date; the period for the SEPA advance information is shortened to five days accordingly. The participant must ensure that his bank account has a sufficient balance at all times. The remuneration for the inclusion of advertisements in the databases shall be due in advance, that is, before the advertisement is included in the database. In this context, it shall suffice to grant, in due time, debit rights by providing credit card details or by allowing SEPA direct debit in due time.

Should the collection of payment fail, the participant is to reimburse mobile.de for the additional costs incurred, unless it is not responsible for such failure or it is able to provide evidence that no damage or a significantly lower damage has occurred.

Section 6: Deletion of Advertisements, Blocking and other Measures

mobile.de may take the following measures if there is sufficient indication that a participant has violated statutory provisions, the rights of third parties or the present General Terms and Conditions for Using the Public Domain (GTC-PuD), or if mobile.de has any other legitimate interest (in particular in case of default in payment):

Delete advertisements or other contents placed with mobile.de

Delay advertisements or other content placed with mobile.de

Issue warnings to participants

Limit or restrict the use of the mobile.de Service

Block participants for a limited period of time

Suspend participants permanently

Termination of the user agreement

Deletion of the user account

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 violation.

mobile.de may delete advertisements or other content if, in terms of their content or layout, the advertisements violate the present General Terms and Conditions for Using the Public Domain (GTC-PuD) (in particular the provisions set out under Section 8) or statutory provisions, or if they violate the rights of third parties. Should mobile.de have deleted an advertisement, the participant shall nonetheless be under obligation to pay the price for the advertisement if he is responsible for the deletion.

mobile.de may permanently suspend a participant from using the mobile.de Service, if the latter has repeatedly violated the present General Terms and Conditions for Using the Public Domain (GTC-PuD), or has done so in particularly grave instances, or if another important cause is given. In the event of a temporary block or permanent suspension, mobile.de will inform the participant 30 days before the block or suspension 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 permanent suspension is due to mandatory legal provisions or regulatory orders or if mobile.de can prove that the participant has repeatedly infringed these GTC-PuD, which has led to termination or permanent suspension.

When a participant is permanently suspended, he may no longer use the mobile.de Service and may not register a new user account.

Participants may terminate the user agreement at any time. For this purpose, a participant can delete his user account at any time.

mobile.de may terminate the user agreement at any time with a cancellation period of 30 days. In case the participant and mobile.de agreed on a chargeable additional service that is subject to a certain term, and if the agreed term ends after the point in time specified in sentence 1, termination by mobile.de is only possible with a notice period of 30 days to the end of the agreed term of the additional service. The right to block or suspend remains unaffected by this. In relation to business participants, mobile.de will give reasons for termination on a durable medium (e.g. by email), whereby the reasons may result from Section 6 No. 1 and No. 2 GTC PuD in connection with the respective

provision which was infringed. The participant may not make use of any new services from mobile.de after receipt of a notice of termination by mobile.de. The right of mobile.de to delete individual advertisements, to block or suspend users and to take other measures in accordance with this Section 6 as well as the right to terminate without notice for good cause remain unaffected.

If mobile.de takes one of the measures listed in this Section 6 – in particular restriction, suspension or termination – the business 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. Section 2 No. 11 of these GTC-PuD).

Section 7: Changes or Amendments to the GTC-PuD

mobile.de may propose amendments to these GTC-PuD to the participant at any time. Amendments to these GTC-PuD will be offered to the participants in text form (e.g., by e-mail) no later than 30 days prior to the proposed date on which they are to take effect. The participant's consent will be deemed granted if he does not notify mobile.de in text form of his refusal prior to the proposed date on which the amendments are to take effect. If the participant does not agree to the amendments, he is entitled to a cost-free right of termination without notice until the proposed date on which the amendments are to take effect. In the message by way of which the amendments 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 amended GTC-PuD will additionally be published on the website of mobile.de.

Section 8: Requirements as to the Contents and Layout of Advertisements

The participant shall be under obligation of placing a vehicle only in the section provided for that type of vehicle (markets for passenger cars, freight / commercial vehicles, campers / trailers and motorcycles). Only those advertisements are permitted which serve to sell 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; Camper/trailer market: campers and trailers;

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

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

The conclusion of a leasing, rental or hire-purchase contract or any other form of financing or cession of right to use unless this occurs within the scope of a service or function explicitly offered by mobile.de for this purpose;

The assumption of sale agreements for motor vehicles or financial leasing agreements as to 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.

The participants are under the obligation of providing complete and correct information with regard to the vehicle (especially concerning the registration date/year of construction and mileage), the legal relationships concerning the vehicle as well as with regard to the remaining content of the advertisement. Vehicles equipped with a substituted 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 menu item "My Ad".

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 must be designated accordingly by using the respective functionality/ies.

It is not permitted to advertise more than one vehicle per advertisement.

It is not permitted to concurrently advertise the same vehicle in multiple instances in any of the categories. This shall also apply if the same vehicle is to be placed in the database at the same time by different participants working together.

During the term of the advertisement, the participant must be able to promptly conclude a legally effective sale agreement as to the offered vehicle with an interested party, to hand over the vehicle at the specified date of availability (used vehicles) or, respectively, at the date of delivery (new vehicles), and to have ownership in the vehicle devolve onto said interested party.

The advertisements may be illustrated with photographs. The participant undertakes to place only such photographs in the mobile.de databases which it is authorized to use without restrictions and which are not encumbered with third-party rights - in particular not with intellectual property rights of third parties. The photographs used may not be misleading and must reflect the actual conditions of the vehicle being offered in the advertisement. If the participant uses pictures from a catalogue, such use must be separately indicated.

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 authorized 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 unfair competition law.

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 1 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). Ads with prices that are clearly incorrect or misleading are not permitted.

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 multimedia presentations, if these contain additional information about the advertised vehicle (e.g. vehicle reports, user manuals, etc.) or if giving the information is required by law.

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

Section 9: Responsibility for the Contents of Advertisements

Solely the participant shall be responsible for the contents of the advertisements. mobile.de shall review the advertisements neither for correctness nor completeness. Mobile.de will not enter into any warranty for the correctness and completeness of advertisements.

Mobile.de excludes any and all warranty and liability for the compliance of advertisements with statutory provisions.

Mobile.de in particular excludes any and all warranty and liability arising from the fact that sale agreements initiated or concluded on the basis of mobile.de advertisements are unenforceable according to the national law of an affected state, or in any other way result in legal or economic disadvantages for one or both parties to the sale agreement.

Section 10: Database Updates, Vehicle Search, Deletion of Advertisements, Backup

Copies

In order to make the vehicle search as interesting and successful as possible, mobile.de takes all efforts to update its databases. This is why vehicle advertisements are to be deleted by participants as soon as the vehicle on offer has been sold or is no longer available for other reasons. To improve discoverability of vehicles with certain equipment features, mobile.de can display information on the equipment from the free text of the advertisement as selectable equipment features in the detailed search.

Each participant is responsible for archiving information publically available through the mobile.de Service and stored by mobile.de which he needs for the purposes of keeping proof, accounting or other purposes, on storage media independent from mobile.de.

Section 11: Manipulation of Vehicle Search, Scraping and Disruption of System Integrity

Participants may search for vehicles in the mobile.de Service exclusively by means of the search masks offered by mobile.de. It is not permissible to search for vehicles bypassing the search masks, in particular by using searchware not authorised by mobile.de that accesses the databases of mobile.de. The contents of the mobile.de Service may neither in whole nor in part be extracted or reused, integrated into another website, hyperlinked and/or connected in another way. The use of data mining, robots, grabbing, scraping and/or similar data collection and extraction programs and technologies is prohibited, especially regarding the contents available in the Professional Domain. Non-compliance will be prosecuted, among other aspects, under civil law under the aspect of interference with an established and operating business ("Eingriff in den eingerichteten und ausgeübten Gewerbebetrieb"), 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 Urhebergesetz (Copyright Law).

Activities targeted at impairing the mobile.de Service are prohibited. The participant may not take any measures that may result in a strain on the mobile.de infrastructure that is excessive or that users cannot reasonably be expected to tolerate. Participants shall not be permitted to block, rewrite or modify contents generated by mobile.de, or in any other way to create a disturbance by interfering with the mobile.de Service.

Searching in the mobile.de Service helps users to find vehicle offers purposefully and

quickly. In order that the users receive the desired search results via suitable search terms, the textual content of an advertisement must clearly refer to the offered vehicle. It is not permitted to falsify or manipulate the results of the vehicle search functionality of the mobile.de Service by entering incorrect or misleading information or terms, by inserting a vehicle in the wrong category, by using technical means or any other misuse of the functionalities of the mobile.de Service.

In particular, so-called keyword spamming is also prohibited. Keyword spamming means the use of terms that do not or only partly describe the actual vehicle and are only intended to attract prospective buyers to the advertisement. This also applies to hidden HTML texts and the unlawful use of trade names.

Section 12: Rating System

mobile.de makes a rating system available. The rating system enables users of mobile.de to rate the professional car dealers. Furthermore, the professional car dealers can respond to the ratings of the mobile.de users. The rating system is an integral part of the mobile.de Service. The ratings of the professional car dealer are displayed in connection with the advertisements and the appearance of the relevant professional car dealer within the framework of the mobile.de Service. The use of the rating system is subject to the following provisions and the [mobile.de Policy for Dealer Ratings](#).

By way of the rating system, mobile.de provides solely the technical requirements for the transmission of information (ratings and responses). mobile.de does not influence the content of the ratings.

Should a professional car dealer and/or a user be of the opinion that a rating violates statutory requirements, these GTC-PuD or the provisions laid down in the [mobile.de Policy for Dealer Ratings](#), the professional car dealer or the user may notify mobile.de of this. mobile.de will subsequently review the complaint and delete the relevant content of the assessment if there is a violation. The same applies in the event that a response of a user violates statutory requirements, these GTC-PuD or the [mobile.de Policy for Dealer Ratings](#). Should a violation concern only part of a rating or a response, only the relevant part will be deleted and marked accordingly in each case; in all other respects, the rating or the response will remain unaffected.

In the case of a complaint against the content of a rating, the participant is obligated to use his best efforts to cooperate in the clarification of the facts. To this end, the participant will, in particular, answer questions from mobile.de about the facts within 14 days by e-mail or in writing (as requested by mobile.de).

mobile.de may promote the rating system as part of the mobile.de Service on its own or through third parties pursuant to the provisions laid down in Section 2 No. 5.

Section 13: 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 advertisement or by any other use of the mobile.de Service by the participant. In so doing, the participant shall also 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 the participant is not responsible for the violation of rights.

Section 14: Warranty

If the participant is entitled to statutory warranty claims, mobile.de shall initially have the right to subsequent fulfilment of contractual obligations (Nacherfüllung). This shall be effected by extending the advertisement period for the advertisement placed [in the database] by the respective participant.

In cases of force majeure, mobile.de shall be released from its obligation to perform. All unforeseeable events shall be deemed to be force majeure, as well as such events for the effects of which on the performance of the agreement neither of the parties is responsible. Such events shall include in particular legitimate measures of collective action, 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), and other malfunctions, also in case such circumstances occur in the area of sub-contractors, sub-suppliers, their own subcontractors, or operators of subnodal data processors (Subknotenrechner). No claims shall result for participants for any failures for which mobile.de is not responsible.

Section 15: Limitation of Liability

Except if essential contractual obligations are violated, mobile.de shall be liable for damages vis-a-vis entrepreneurs only if and to the extent mobile.de, its legal representatives, senior executives or other persons employed by mobile.de in the performance of its obligations (Erfüllungsgehilfen) are culpable of having acted intentionally or with gross negligence. Should essential contractual obligations be violated, mobile.de shall be liable for any culpable conduct of its legal representatives, senior executives or other persons employed by mobile.de in the performance of its obligations (Erfüllungsgehilfen). The term "essential contractual obligations" designates such obligations, the fulfillment of which is required for a proper execution of the contract, on whose compliance the contractual partner may regularly rely and whose violation jeopardizes the achievement of the contractual purpose.

Vis-a-vis consumers, mobile.de shall be held liable only for intentional and grossly negligent conduct. In case of essential contractual obligations (as defined in the previous paragraph) being violated, of a debtor defaulting or of mobile.de being responsible for it being impossible to perform contractual obligations, however, mobile.de shall be liable for any culpable conduct of its legal representatives, senior executives or other persons employed by mobile.de in the performance of its obligations (Erfüllungsgehilfen).

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

A liability for the compensation of indirect damage, in particular for lost profits, shall only be given in case of intentional or grossly negligent conduct of legal representatives, senior executives or other persons employed by mobile.de in the performance of its obligations (Erfüllungsgehilfen).

The above referenced exclusions and limitations of liability vis-a-vis entrepreneurs or consumers shall not be applicable in 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.

Section 16: Copyright and Usage Rights

Any and all data, information, company logos, texts, programs and images of advertisements placed on the mobile.de Services and other content (e.g., assessments and responses within the framework of the assessment system) may be subject to copyright laws. Furthermore, the other images that can be accessed via the mobile.de Service are also subject to copyright. The modification, further processing and usage by third parties in media of any kind is not permitted. The respective creator's and the participant's rights shall remain unaffected hereby.

If the participant makes use of services or tools offered by mobile.de for the creation of videos or other content for use in his or her advertisements, using such videos or other content outside of the participant's advertisements is only permitted with the prior consent of mobile.de.

Section 17: Exercise of Rights by Third Party, Transfer of Contract

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

mobile.de has the right to fully or partially transfer the contract to a third party with a notification period of four weeks. In this case a participant may terminate the contract. For this purpose a participant can delete his user account at any time.

Section 18: Final Provisions

The user agreement , including these General Terms and Conditions for Using the Public Domain (GTC-PuD) 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. For consumers residing in the EU, the mandatory provisions of the consumer protection law of the member state in which the consumer is residing shall also apply if these are more advantageous for the consumer than the provisions of German law.

Should the participant be a merchant, legal entity or special funds under public law, Potsdam shall be the exclusive place of jurisdiction for any and all disputes arising from

or in connection with the user agreement including these GTC-PuD. The same shall apply if the participant has transferred its residence abroad following the conclusion of the agreement, or does not have any general place of jurisdiction in Germany.

For consumers the place of jurisdiction shall be their place of residence and for any and all disputes arising from or due to the user agreement and these GTC-PuD additionally Potsdam. mobile.de may initiate legal proceedings against consumers only before the courts at their place of residence.

mobile.de is not willing or obligated to participate in dispute resolution proceedings before a consumer dispute resolution body (§ 36 (1) No. 1 of the German Act on Dispute Resolution in Consumer Matters (VSBG)).

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 participants; however, before initiating such mediation proceedings, business participants should attempt to clarify their concerns with mobile.de's customer service (see Section 2 No. 11 of these GTC PuD).

Should individual provisions of these GTC PuD be or become void or invalid in whole or in part, the effectiveness of the remaining provisions shall not be affected. In place of void or invalid provisions of these GTC PuD, statutory law is applicable. If such statutory law is not available in the respective case (loophole) or would lead to an unacceptable result, the parties shall enter into negotiations to find an effective provision that comes as close as possible to the economic purpose of the void or invalid provision.