

mobile.de GmbH: Additional Terms of Use for Advertisement Integration (Ad Integration)

mobile.de GmbH (hereinafter referred to as "**mobile.de**") operates the online marketplace "mobile.de" in Germany, among other countries, for used and new vehicles (hereinafter, including all associated Internet sites, the "**mobile.de Website**") where individuals and dealers can offer and search for vehicles.

The "Ad Integration" will provide dealers with access to the mobile.de data (their mobile.de advertisements) associated with their customer numbers solely for the purpose to be integrated into their dealer homepages **free of charge**. An existing mobile.de dealer account is thus required for the use of the Ad integration.

1 General Applicability of These Terms

1.1 These Additional Terms of Use provide the terms under which the mobile.de dealer customers (hereinafter, the "**Dealer(s)**") may access the Application Programming Interface (hereafter, "**Search API**") for the mobile.de database (hereinafter, "**mobile.de Database**") made available by mobile.de and may use the data obtained through the Search API.

1.2 Dealers may access their mobile.de data in the mobile.de Database in order to retrieve their advertisements (hereinafter, "**mobile.de Advertisements**") from the mobile.de Database in order to integrate them in their dealer homepages (hereinafter, "**Dealer Homepage**"), and in any mobile-optimized websites and any mobile applications (so-called apps, such as iOS/ Android/ Symbian/ Windows mobile apps or other mobile applications for smartphones, tablet PCs, etc.) of the Dealers'.

The Search API itself shall not be accessible via the Dealers' mobile-optimized website(s) or mobile application(s) directly, i.e., the Search API shall not be accessible via mobile devices directly but via a server of the respective Dealer (or a mobile.de approved service provider) that is accessible by mobile devices.

1.3 These Additional Terms of Use shall apply in addition to the General Terms and Conditions for the Use of the Professional Domain of the mobile.de Website (GTC Professional Domain), accessible under http://cms.mobile.de/en/dealer/gtc_professional_domain.html (hereinafter, "**mobile.de Dealer GTC**"), which govern the basic contractual relationship between mobile.de and the dealers.

1.4 Any general terms and conditions of the Dealer's shall not be applicable. This shall also be the case if such conditions of the Dealer's were explicitly pointed out to mobile.de.

1.5 These Additional Terms are available in German and English language.

2 Grant of Rights

2.1 mobile.de shall grant the Dealer the right limited to the contractual term to use the Search API and the mobile.de Database for the purpose of including mobile.de Advertisements on the Dealer Homepage and in any mobile apps of the Dealer's in accordance with these Additional Terms of Use and in accordance with the technical specifications published under services.mobile.de.

2.2 All rights of use granted to the Dealer by mobile.de shall be revocable, non-exclusive, non-transferable, non-sublicensable and limited to the purpose of integrating them within the framework of the Dealer Homepage (including any mobile apps and mobile-optimized websites of the Dealer's).

2.3 Any other use as stated above in this Sec. 2 is prohibited. Dealers shall in particular not modify any data that were requested in the framework of the Ad Integration or to integrate such data into or transfer them to other systems (e.g. for the purpose of internal processing).

3 Conditions of Use

3.1 The use of the Search API, the mobile.de Database and the mobile.de Advertisements shall be permissible exclusively for the purpose of integrating the mobile.de Advertisements of the Dealer's into the Dealer Homepage and in any mobile apps of the Dealer's and only within the scope of and in accordance with these Additional Terms of Use.

3.2 Since the capacity of the Search API is limited, the Dealer may execute a **maximum of 25 data requests (API Calls) per second** via the Search API. All API Calls initiated by end users shall be counted against the maximum number of API Calls. In order to warrant an efficient use of the Search API capacity, the Dealer shall be obligated to program the Dealer Homepage (and any mobile apps and mobile-optimized websites of the Dealer's) as efficiently as possible and, to the extent possible, to bundle all the function requests. In the event

that the Dealer exceeds the stipulated maximum number/frequency of API Calls, mobile.de shall be authorized to interrupt further use of the Ad Integration by the Dealer until the Dealer provides for a contract-compliant situation.

3.3 The Dealer shall be entitled to store the mobile.de Advertisements on an interim basis for a maximum of 24 hours.

3.4 The Dealer shall be prohibited from using alternative methods such as robots, spiders, scraping or any other different technology (or to facilitate their use or make use of them possible for third parties) so as to access the mobile.de Website, the mobile.de Database or mobile.de Advertisements in order to obtain data and information by such means.

3.5 The Dealer may not modify, edit, revise, decompile, reverse engineer, disassemble or translate the mobile.de Database or attempt in any other way to transform it into source code, except in the cases permitted by statutory law (§§ 69d, 69e of the Germany Copyright Act (*UrhG*)).

4 Presentation of mobile.de Advertisements

The Dealer is authorized to present mobile.de Advertisements only within the framework of the Dealer Homepage and any mobile apps and mobile-optimized websites of the Dealer's and in accordance with the following principles:

4.1 The Dealer shall not be entitled to change, shorten or present mobile.de Advertisements, to combine or to extend them with other information or to modify their composition in any other way than the way in which they have been made available by mobile.de in the mobile.de Database beyond the manner permitted under these Additional Terms of Use without mobile.de's express prior written consent. For the purpose of adapting the mobile.de Advertisements to the look and feel of the Dealer Homepage (and any mobile apps and mobile-optimized websites of the Dealer's), however, the Dealer shall be entitled to change the mobile.de Advertisements in terms of layout and placement.

4.2 The mobile.de Advertisements presented via the Dealer Homepage (and any mobile apps and mobile-optimized websites of the Dealer's) must always correspond to the current status of the mobile.de Database under consideration of the maximum number of API Calls as stipulated in Sec. 3.2.

4.3 The Dealer is prohibited from integrating a page of the mobile.de Website or of a different website of mobile.de's or of a company affiliated with mobile.de in terms of §15 of the German Stock Corporation Act (*AktG*) in whole or in part by way of framing in a different website and displaying it there. Framing means dividing up the browser window into several separate sections, each of these sections forming a separate website.

4.4 mobile.de Advertisements may not be posted on websites or in mobile apps with content that is political, pornographic, immoral, liable to corrupt the young, criminal or otherwise unlawful or glorifies violence.

4.5 Use of the Search API, the mobile.de Advertisements and the mobile.de Database, the Dealer Homepage and any mobile apps and mobile-optimized websites of the Dealer's, as well as the Dealer's advertising for this, may not violate third-party rights (in particular, trademark rights, personality rights) or applicable law (in particular, consumer protection, data privacy protection and competition law).

5 Access Data

The Dealer shall not disclose or make available either the Dealer's user name and password through which the Dealer receives access to the Search API (hereinafter, "**Access Data**") or the information/instructions provided by mobile.de, particularly not to end users of the Dealer Homepage and mobile apps of the Dealer's (hereinafter, "**End Users**") (with the exception of the Dealer's Service Providers, to the extent they need such information to exercise their rights as set out in the contract). mobile.de shall remain the proprietor of all rights to the Access Data. The Dealer's access to the Advertisement Integration may be blocked by mobile.de with immediate effect if the Dealer discloses the Access Data to third parties in breach of the provisions of this Section 5. Such blocking with immediate effect shall also be possible if there is good cause for a termination without notice.

6 Up-to-Dateness and Availability

6.1 All rights granted to the Dealer to use the Search API, the mobile.de Database and the mobile.de Advertisements relate exclusively to the current state and scope of the Search API, the mobile.de Database and the

mobile.de Advertisements provided by mobile.de during the term of the contract. In particular, mobile.de assumes no warranty that the content of the data included in the mobile.de Database is correct and up-to-date.

6.2 The Search API and the mobile.de Database shall be available at least 97 percent of the time on a monthly average. The performance of necessary maintenance work and improvements can cause some functions to be unavailable for a short period of time.

7 Changes to the Search API

7.1 If mobile.de modifies, extends or restricts the Search API to an extent that is not to be deemed negligible (hereinafter, collectively, "**Changes**"), mobile.de shall announce such Changes with reasonable time in advance via the mobile.de-API-Website under services.mobile.de. If a Dealer uses the Search API via a mobile.de approved service provider, mobile.de shall additionally inform such service provider of Changes by e-mail. If the Changes are not agreeable to the Dealer, the Dealer may terminate the Advertisement Integration at any time pursuant to 8.1. The Dealer shall be entitled to no claims whatsoever beyond this against mobile.de based on such Changes.

7.2 The Dealer shall be responsible for making any adjustments to the Dealer Homepage and any mobile apps and mobile-optimized websites of the Dealer's that might become necessary based on such Changes in due time at the Dealer's own expense. mobile.de shall shut down the older version of the Search API when the new version is released.

8 Term and Termination

8.1 When the access to the Search API of the mobile.de Database is activated by mobile.de, the term of the contractual relationship concerning the Advertisement Integration governed by these Additional Terms of Use shall commence. The Dealer may terminate this contractual relationship at any time by deactivating the Advertisement Integration in the Dealer's personal dealer/professional domain of the mobile.de Website.

8.2 mobile.de may terminate the contractual relationship concerning the use of the Ad Integration without giving reasons at any time with the notice period of 30 days to become effective at the end of a month by e-mail and terminate the Dealer's access to the Search API.

8.3 The Dealer's access to the Search API shall be blocked upon termination of the contractual relationship concerning the use of the Ad Integration. All granted rights of use shall cease immediately and automatically. The Dealer shall be obligated to disconnect the technical connection to the Search API without delay so that it is no longer possible to call up mobile.de Advertisements.

8.4 The termination of the contractual relationship concerning the Ad Integration shall not affect the other contractual relationship between mobile.de and the Dealer. However, the termination of the contractual relationship concerning the Dealer's participation in mobile.de shall result in the simultaneous termination of the contractual relationship concerning the use of the Ad Integration.

9 Gratuitousness

The Ad Integration is free of charge for the Dealer. However, mobile reserves the right to introduce a charge for this – after concluding a separate agreement with the Dealer – in the future.

10 Miscellaneous

10.1 mobile.de reserves the right to amend or add to these Additional Terms of Use at any time. The amended Terms will be sent to the Dealer by e-mail at least thirty (30) days before they come into effect. If the applicability of the amended Terms is not agreeable to the Dealer, the Dealer may terminate the Ad Integration at any time pursuant to 8.1. Otherwise, the amended Terms shall be deemed accepted by the Dealer when they come into effect. mobile.de shall inform the Dealer separately of this consequence and of the termination right in the e-mail containing the amended Terms.

10.2 The provisions contained in Section 16 (Place of Performance, Applicability of German Law, Jurisdiction), Section 17 (Exercise of Rights by Third Parties, Assumption of Contract) and Section 18 (Severability) of the mobile.de Dealer GTC shall apply *mutatis mutandis* to these Additional Terms of Use.