

# General terms and Conditions for Online Advertising

AGB mobile.de Advertising:

## 1. Subject matter and scope

1.1 These General Terms and Conditions (“GT&Cs”) are valid for all commercial relationships between mobile.de GmbH, Marktplatz 1, D-14532 Europarc Dreilinden, Germany (“mobile.de”) and advertising clients and advertising agencies (“Client” or “Clients”) regarding the provision of online marketing services (“Online Advertising”) and related services by mobile.de.

Mobile.de is responsible for the marketing of the following websites and mobile.de enabled websites and applications:

- [www.mobile.de](http://www.mobile.de)
- [www.automobile.fr](http://www.automobile.fr)

(including all associated internet websites referred to as the “Mobile.de Websites”) as well as

- [www.motor-talk.de](http://www.motor-talk.de)
- [www.motortalk.net](http://www.motortalk.net)
- [www.motortests.de](http://www.motortests.de)
- [www.motorblogs.de](http://www.motorblogs.de)
- [www.motorbasar.de](http://www.motorbasar.de)
- [www.motoragent.de](http://www.motoragent.de)
- [www.motorpanorama.de](http://www.motorpanorama.de)
- [www.carfacto.de](http://www.carfacto.de)

(including all associated internet websites referred to as the „MOTOR-TALK-Website and associated websites“) as well as

- <http://www.ebaykleinanzeigen.de/>

(including all associated internet websites referred to as the “eBay Kleinanzeigen Websites”) as well as the marketing of the mobile enabled websites and applications:

- m.mobile.de (mobile portal mobile.de)
- mobile.de iPhone App
- mobile.de iPad App
- mobile.de Android App
- MOTOR-TALK iPhone App
- MOTOR-TALK Android App

(the „Mobile MEWs and Apps”)

- m.ebay-kleinanzeigen.de (Mobil-Portal ebay-kleinanzeigen.de)

- eBay Kleinanzeigen Android App
- eBay Kleinanzeigen iPhone App

(the “eBay Kleinanzeigen MEWs and Apps“)

(the mobile.de MEWs and Apps and the eBay Kleinanzeigen MEWs and Apps together are herein referred to as „MEWs and Apps“):

In addition, as part of the so-called "Motors Marketing Suite" program, mobile.de also markets online advertising on certain third-party websites and mobile offerings (the "Third-Party Inventory").

Mobile.de is responsible for providing local support and advice to Clients and for coordinating and managing the realization of booked online advertising services on or in connection with the Mobile.de Websites, eBay Kleinanzeigen Websites, MOTOR-TALK-Website and associated websites as well as the MEWs and Apps, including special advertising forms (like “Partner Portals”, “Content Specials” et al.) and e-mail newsletter available to users of the websites as well as the Third-Party Inventory (together the “Advertising Space”).

1.2 General terms and conditions or other standard contract terms of the Client or third parties shall have no validity, even if mobile.de does not object to them expressly in individual cases.

## 2. Conclusion of contract

2.1 A contract between mobile.de and the Client on the rendering of online advertising services including special advertising forms and related services (if applicable) shall come into being when mobile.de accepts a written offer submitted by the Client on the basis of a proposal, always non-binding, from mobile.de (“individual contract”). The declaration of acceptance need not reach the Client. The specific individual contract in question shall contain the respective scope of performance and the contractual terms as harmonised with the circumstances of each individual case. If the provisions of an individual contract diverge from those of these GT&Cs, the provisions of the individual contract shall take precedence.

2.2 If the Client is an advertising agency, mobile.de will conclude the contract with it only if the advertising client for whom the agency is placing the ad with mobile.de is specified by name. The same shall apply if the Client wants to conclude the contract with mobile.de via an advertising intermediary not acting in his/her own name. In all cases, mobile.de shall be entitled to demand from the advertising intermediary proof of his/her being instructed to carry out the transaction.

2.3 In the event of mobile.de rejecting an offer from a client to conclude a contract concerning online advertising, mobile.de shall notify the respective client of this without undue delay.

2.4 The cancellation of an order requires at least text form (Section 126b German Civil Code (BGB)). If a cancellation request arrives immediately before the beginning,

or after the start, of the agreed advertising campaign, mobile.de will stop resp. end the advertising campaign without undue delay upon receiving the cancellation request, usually within 72 hours of its receipt. The cancellation of an order up to two weeks before the launch date is free of charge. The day on which the advertising campaign is first placed online is regarded as the launch date. For more short-termed cancellation requests resp. cancellation requests after the launch date, mobile.de shall have the right to invoice the Client for damages as follows:

a) In case of cancellation less than 2 weeks before the agreed launch date: 30 % of the net invoice value.

b) In case of cancellation after the agreed launch date: 50 % of the net invoice value still outstanding at the time when the advertising campaign is stopped. Additionally, the Client will be invoiced for the price of the online advertising already rendered. Where applicable, the price will be based on the discount rate for the lesser volume (see Section 6).

2.5 Mobile.de will, as a general rule, only accept offers for online advertising in the minimum order amount of 3.500 EUR net invoice value.

### 3. Duties of the Client

3.1 The Client must check the legality of the information, data, files, content and other material (hereinafter referred to as "Advertising Material"), including links to advertising material on other websites and shall assume sole responsibility for the legality of the advertising material made available for publication.

3.2 The Client shall be obliged to design and structure the advertising material in such a way that it does not infringe legal provisions, official prohibitions or public morality. In particular, the Client shall not deliver advertising material which contains pornographic content as defined by the applicable laws (in Germany: Section 184, German Criminal Code (StGB));

- constitutes an inadmissible offering as defined by the applicable laws on protection of minors (in Germany: Section 4, State Treaty on Youth Media Protection (JMStV));
- constitutes an offering which impairs young people's development as defined by the applicable laws on protection of minors (in Germany: Section 5, JMStV);
- contains inadmissible propaganda material as defined by the applicable laws (in Germany: Section 86, StGB) or characteristics of unconstitutional organisations as defined by the applicable laws (in Germany: Section 86a, StGB);
- contains representations inciting hatred and violence against specific groups or glorifying violence as defined by the applicable laws (in Germany: Sections 130, 131, StGB);
- incites racial hatred, glorifies war or promotes a terrorist organisation;
- invites people to break the law;
- contains insulting and/or defamatory remarks and/or representations;
- is contrary to fair competition;

- contains viruses, trojans, spyware or other malware,
- contains illegal content of some other kind, or is generally suited to damaging the reputation of mobile.de or an affiliate of mobile.de within the meaning of Sect. 15 et seq. German Stock Corporation Act („Affiliates“; particularly but not limited to eBay Kleinanzeigen GmbH).

3.3 The Client shall ensure that the above are complied with and gives his assurance that the advertising material that it delivers is free of any third-party rights which present an obstacle to use as defined by the contract and of any other third-party rights, in particular trademark rights, patent rights or copyright. This refers particularly to the Client's being entitled to the rights of use (Section 7) to the advertising material supplied and intended for publication in accordance with this contract for the intended type of realisation.

3.4 The Client shall ensure that the above is complied with and gives his assurance that he is entitled to use any links to other content that may be integrated into his advertising material.

3.5 The Client undertakes to supply the advertising material necessary for the online advertising at his own expense up until such time as is agreed in the individual contract or – should no time be agreed in the individual contract – until no later than five working days before the agreed publication date, and in complete and perfect condition and in accordance with the contractual agreements. The Client undertakes to ensure that the advertising material is suitable for the agreed purposes, in particular for the screen presentation in the appropriate environment and that it is of the type and size agreed in the individual contract. The advertising material must – unless otherwise agreed with regard to Third-Party Inventory – correspond to the technical specifications for Google Marketing Platform that are relevant in each case. The Client can receive these from mobile.de on request. Insofar as links are contained in the advertising material provided, the Client must indicate the respective target addresses (URL) of the links in advance. If the Client does not comply with the agreed date and the online advertising and/or related services (if applicable) can be published or performed only with a delay or not at all, this shall not impair mobile.de's claim to the full payment of the agreed remuneration. In cases where it is no longer possible to publish the online advertising or perform the related services (if applicable), mobile.de must take into account amounts which it saves as a result of its exemption from performance or which it acquires or culpably fails to acquire as a result of the alternative use of the freed resources.

The Client further undertakes not to collect or retrieve any information (incl. data), either personally or through an unauthorized third party, and/or to intercept or let a third party intercept any program operated by mobile.de or its Affiliates of and/or to hack or let a third party hack into any data network operated by mobile.de or its Affiliates. This also applies to programs and data networks of the partners commissioned by mobile.de with the marketing of Third-Party Inventory as well as the providers of this Third-Party Inventory (together "Third-Party Inventory Partners").

3.6 Each of the parties shall specify to the other party an employee of its own as the contact person for all questions that arise in connection with the rendering of the online advertising.

3.7 The Client is obliged to perform effective maintenance of the URLs he has specified to which the online advertising is intended to be linked for the duration of the online advertising placement period. He shall ensure that the Internet pages and documents to which links are provided can be accessed in accordance with the state of the art for the duration of the online advertising placement period. If one of the parties discovers a fault in the linking of the online advertising, it shall inform the other party of this without undue delay. Mobile.de can suspend the placement of the online advertising for the duration of the linking fault if this fault was caused by the Client.

3.8 If the Client provides advertising material by means of a Redirect, the Client shall not change or exchange the advertising material unless the Client has discussed the change or exchange with mobile.de and has obtained a prior written approval (e-mail is sufficient) from mobile.de.

3.9 The Client may use browser cookies purposed for the tracking of impressions, conversion and view-time data. Browser cookies utilised for any other purpose are only permitted with explicit prior written consent of mobile.de (email is sufficient). Locally Shared Objects/Flash Cookies (LSO/FSO), Document Object Model (DOM) storage or other means of collecting and tracking both personal data and non-personal data are explicitly prohibited. The Client may use a third party vendor to collect the above mentioned data through smart tags or cookie dropping on the Advertising Space only for the agreed advertising campaigns and only if prior written consent has been granted by Mobile. Data collected through the use of cookies on the Mobile.de Websites and/or MOTOR-TALK-Website and associated websites and within the Mobile MEWs and Apps and on the Third-Party Inventory belongs to mobile.de and shall therefore not be used for purposes other than mentioned in Sentence 1. Data collected through the use of cookies on the eBay Kleinanzeigen Websites and within the eBay Kleinanzeigen Mobile MEWs and Apps belongs to eBay Kleinanzeigen GmbH, and shall therefore not be used for purposes other than mentioned in Sentence 1. The data must not be shared with or used by any other party not directly involved in the advertising campaign for which it was collected (i.e. clients of the advertising campaign) without the prior written consent of mobile.de. The Client shall keep all data collected through cookies strictly confidential after termination or expiration of the respective individual contract unless otherwise explicitly stated in the individual contract.

3.10 If the Client performs his cooperation duties either only partly or not at all, mobile.de's obligation to render those services that can be rendered either not at all or only at unreasonable additional expense without the fulfilment of the Client's cooperation duties shall be suspended for the duration of the Client's non-performance. Any additional expense resulting from the Client's non-performance of his cooperation duties must be paid by the Client in accordance with the prices agreed in the contract in question, or, if no prices are stipulated there, on a time basis in accordance with the general mobile.de rates applicable at the time when the expense was incurred.

Outlays must be reimbursed. In any event, any legal rights of mobile.de to cancel or rescind the contract shall remain unaffected.

#### 4. Services rendered by mobile.de

4.1 Mobile.de shall, subject to these GT&Cs, deliver the advertising material made available and specified for publication by the Client under the individual contract in question in the contractually agreed scope and for the contractually agreed period. Mobile.de shall be entitled to edit the advertising material with regard to its format, size and technical properties insofar as mobile.de regard this as necessary for the delivery of the advertising material and reasonable for the Client in consideration of mobile.de's interests. If mobile.de regards it as necessary to edit the content of the advertising material (e.g. due to the illegality of some or all content), mobile.de shall obtain the Client's consent to this course of action. Any delays in the rendering of mobile.de's services that result from this shall be the responsibility of the Client.

4.2 The placement of the online advertising shall be made only for the period agreed in the individual contract and/or until the maximum number of ad impressions (Internet users' visual contact with the online advertising), page impressions (retrievals of the Internet page on which the online advertising is placed), ad clicks (Internet users' clicks on the online advertising) or other results specified in that individual contract ("Other Results") has been reached. Unless provided otherwise in the individual contract the parties may agree on changes to the agreed period of delivery in text form (Section 126b German Civil Code (BGB)).

4.3 Insofar as mobile.de has assured the Client that it will deliver a particular number of ad impressions, page impressions, ad clicks or Other Results within a particular period for an item of online advertising and the number thus assured was not delivered in full during this period, mobile.de shall be entitled, but not obliged, to carry on placing the online advertising in question and subsequently deliver the still missing number of ad impressions, page impressions, ad clicks or Other Results. The deadlines for such delayed deliveries shall be coordinated with the Client taking the legitimate interests of both parties into account.

If the agreed number is not delivered subsequently within the period allowed for delayed delivery, the Client shall be entitled to reduce the remuneration proportionally for the ad impressions, page impressions, ad clicks and Other Results that were not delivered.

4.4 If mobile.de and the Client have agreed to include targeted advertising (retargeting) in the advertising campaign, mobile.de shall only be obliged to try accomplishing the repeated approach of customers who visited the Client's advertising website/s in accordance with the terms of the individual contract. Terms on success of retargeting contained in an individual contract are non-binding for mobile.de.

4.5 The Client, notwithstanding any divergent agreement contained in the individual contract in question, shall have no claim to a delivery of the advertising material at particular placements. If mobile.de modifies or abandons certain media formats and placements, respectively, or introduces new media formats or placements, mobile.de

shall be entitled to exchange such media formats or placements against other media formats or placements with the same overall ad volume.

4.6 Insofar as the advertising material determined and handed over for publication by the Client is not clearly recognisable as advertising, mobile.de shall be entitled to identify the material as advertising, and in particular to label it with the word „Advertisement“ or similar indications and/or to separate it spatially from any editorial content also on hand in order to make clear its advertising character.

4.7 Mobile.de shall not be obliged to hand over the advertising material delivered for the realisation of the online advertising to the Client upon termination of the online advertising or to retain it.

4.8 Mobile.de shall not be obliged to create graphics or advertising copy for the Client. Insofar as mobile.de renders services of this kind on the basis of an individual agreement in the respective individual contract, these services must be remunerated separately on the basis of the hourly rates agreed in the individual contract or, if no such agreements exist, on the basis of mobile.de's currently valid hourly rates.

4.9 Mobile.de shall be entitled to postpone or cancel altogether an agreed date for the publication of an item of online advertising if a service within whose scope the publication is supposed to take place is not offered on the agreed date or if technical circumstances prevent publication on the agreed date, provided that mobile.de was not responsible for such obstacles arising. If it is possible to postpone the placement until a later date, mobile.de shall give due consideration to the Client's interests of which it is aware as far as is reasonable and possible.

4.10 If mobile.de and the Client agree on special advertising formats (“Partner Portal” or “Content Special”) the following terms shall apply in addition to these GT&C:

a) If mobile.de and the Client have agreed by individual contract on the delivery of a Partner Portal, mobile.de shall provide the Client for the duration of the contract term with an inline frame (“iframe”) which will be hosted by the Client and integrated by mobile.de into the Mobile.de Websites, the eBay Kleinanzeigen Websites and/or MOTOR-TALK-Website and associated websites (including MEW and APPs) as agreed between the parties. The integration of the advertising material into the iframe shall be done by the Client and upon its sole responsibility. Mobile.de has no access to the advertising material. The Client's obligations pursuant to Section 3 of these GT&C shall apply accordingly. If the Client (or, in case that the Client is an advertising agency, the advertiser which has engaged the Client) is a registered user of the Mobile Website, eBay Kleinanzeigen Website and/or MOTOR-TALK-Website and associated websites (including MEW and APPs), the Client (or advertiser) shall be entitled to link from the Partner Portal to listings of its Mobile.de Websites, eBay Kleinanzeigen Websites and/or MOTOR-TALK accounts or to display these listings in the Partner Portal. The Client agrees to make an imprint publicly available on the Partner Portal during the entire contract term in accordance with the regulations of Art. 5 of the EU Directive on electronic commerce (2000/31/EC) and the applicable local laws and regulations. If the Partner Portal enables users to enter user data and to pass it on to the Client (or, in case that the Client is an advertising agency, to the advertiser

which has engaged the Client), the Client shall be liable to mobile.de, irrespective of fault, for the observance of any applicable laws and regulations, in particular but not limited to data protection laws. The Client shall be solely responsible for the communication with users regarding any inquiries as to the Partner Portal and any goods and services offered or promoted on the Partner Portal, as well as for the due performance of the agreements made between the user and the Client (or, in case that the Client is an advertising agency, the advertiser which has engaged the Client). Section 8 of these GT&C shall apply accordingly. If mobile.de and the Client agree on the delivery of additional online media for the promotion of the Partner Portal, all media shall link to the Partner Portal unless otherwise agreed in writing (e-mail is sufficient).

b) If mobile.de and the Client have agreed by individual contract on the delivery of a Content Special, mobile.de shall ensure for the duration of the contract term the integration of a theme site featuring editorial content which shall be accessible by users through the Mobile.de Websites and/or eBay Kleinanzeigen Websites and/or MOTOR-TALK-Website and associated websites (including MEW and APPs) as agreed between the parties. The contents of the Content Special will be produced and integrated by mobile.de at its own cost and with free editorial discretion. The style and layout of the Content Special are subject to mobile.de's free discretion having regard to the Client's legitimate interests (or the advertiser's legitimate interests if the Client is an advertising agency). If mobile.de and the Client agree on the delivery of additional online media for the promotion of the Content Special, all media shall link to the Client's website (or the advertiser's website if the Client is an advertising agency) unless otherwise agreed in writing (e-mail is sufficient).

## 5. Rejection or discontinuation of online advertising

5.1 Mobile.de shall be entitled to either wholly or partly reject advertising material submitted by the Client for publication if such material contains illegal or immoral content as defined by Section 3.2 or infringes the rights of third parties as defined by Section 3.3.

5.2 Section 5.1 shall also apply if the advertising material is not supplied to mobile.de by the Client for the purpose of placement on the Advertising Space, but is instead made available by the Client on a different ad server chosen by the Client and is integrated into the Advertising Space only via a link. The Client may not alter or replace such advertising material without the prior consent of mobile.de.

5.3 Mobile.de shall also be entitled, under the preconditions in Section 5.1, to remove either temporarily or permanently, either wholly or partly, advertising material already published, or in the case of Section 5.2 to disable the relevant link. This shall also apply if the Client subsequently alters advertising material that has already been published and the prerequisites in Section 5.1 have been satisfied.

5.4 If there is reasonable suspicion that the advertising material provided by the Client has illegal content as defined by Section 3.2 or infringes third-party rights as defined by Section 3.3, mobile.de shall be entitled to reject the online advertising or discontinue its publication until a statement has been made by the Client and the matter has been cleared up, or until the Client succeeds in dispelling the suspicion. A



reasonable suspicion in this sense shall apply in particular when such a suspicion has been induced by official proceedings or by a criminal investigation or when there are comprehensible grounds for believing that such proceedings will soon be initiated. The same shall also apply if mobile.de, an Affiliate and/or a Third-Party Inventory Partner is requested by a third party to refrain from any further placement of the online advertising because it is illegal or immoral or infringes third-party rights, provided that the third party's claim is not clearly, and for mobile.de recognisably, unfounded. mobile.de shall notify the Client of the rejection or blocking of the online advertising without undue delay and specify the reasons for this course of action.

5.5 Sections 5.1 to 5.4 shall apply accordingly if the advertising material provided and intended for publication by the Client contains links to illegal or immoral content as defined by Section 3.2 or to content that infringes third-party rights as defined by Section 3.3.

5.6 Mobile.de also reserves the right to reject particular forms of online advertising on grounds of its content, its origins or its technical quality on the basis of uniform, factually justified principles if their placement is unreasonable for mobile.de, one of its Affiliates or a Third-Party Inventory Partners.

5.7 There shall be no obligation for mobile.de to check the advertising material or the links referred to by the advertising material, including the content of those links. Any checks carried out by mobile.de shall not release the Client from his responsibility for the advertising material and/or the links referred to by the advertising material, including the content of those links.

## 6. Remuneration, settlement, taxes

6.1 The remuneration to be paid by the Client for mobile.de's services shall ensue from the individual contract between mobile.de and the Client that is agreed in each case.

6.2 Insofar as the remuneration is calculated on the basis of TCP (thousand contact price, calculated per 1000 page impressions or ad impressions) or per ad click (cost per click = CPC), mobile.de shall inform the Client on request about the relevant number of ad impressions, page impressions or ad clicks and the click rate (= ratio of ad clicks to ad impressions or page impressions) for those Advertising Space on which the Client's online advertising is placed. With regard to Other Results, the numbers to be provided by mobile.de are set forth in the respective individual contract.

6.3 The sole authoritative factor for the counting of the quantity of ad impressions, page impressions, ad clicks or Other Results delivered to the advertising client, as well as the click rate, shall be mobile.de's reporting activities (recorded by mobile.de's ad server) or, where applicable, the reporting of a service provider engaged by mobile.de (like, for example, an SSP operator) or a Third-Party Inventory Partner. If the advertising client has counted divergent quantities of ad impressions, page impressions, ad clicks, Other Results or click rates with its own ad server, these shall not be taken into account. This shall not apply if the counts by the Client and mobile.de demonstrably differ by more than 10% or, in case of use of the MEW and

APPs or mobile Third-Party Inventory, by more than 30%. In such cases the parties shall come to an agreement on the counted quantity that is authoritative for the contractual relationship.

a) If the relevant business units are unable to agree within fifteen days on the definitive quantity counted, they shall refer the dispute to the parties' respective management bodies.

b) If the parties' management bodies are unable to agree within a further fifteen days on the definitive quantity counted, the parties shall have recourse to the arbitration board of Deutsche Gesellschaft für Recht und Informatik e.V.

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to resolve the dispute in accordance with its arbitration rules as amended at the time the arbitration proceedings were initiated.

c) The limitation of the right of action arising from the commercial situation being dealt with by arbitration shall be suspended from time of the arbitration request until the end of the conciliation proceedings. Section 203, German Civil Code (BGB) shall apply analogously, according to which the limitation of the right of action is suspended during negotiations until one of the parties breaks up such negotiations and according to which the limitation of the right of action will occur three months after the end of the suspension at the earliest.

d) If one of the parties is dissatisfied with the arbitration decision made by the arbitration board, it can reject the arbitration board and assert its claims before a court.

6.4 The remuneration for targeted advertising (retargeting) shall be calculated on the basis of successful repeated approaches of customers. The sole authoritative factor for the counting of repeated approaches shall be mobile.de's reporting activities (recorded by mobile.de's ad server).

6.5 Unless otherwise agreed in an individual contract, mobile.de shall charge the agreed remuneration for the services rendered after the online advertising in question has come to an end. If the term of the online advertising is longer than one month and monthly remuneration has been agreed, mobile.de can charge the agreed remuneration at the end of the respective month. The agreed sum shall be payable on issue of the invoice and must be transferred without deductions to an account to be specified by mobile.de within 30 (thirty) days. If the Client fails to pay by the due date, the Client shall pay any dunning and processing costs incurred. In other respects, the legal provisions on default shall apply.

6.6 Mobile.de reserves the right to demand payment in advance from Clients.

6.7 The Client may set off its own claims against claims by mobile.de only if such claims have been recognised by mobile.de or by declaratory judgment.

6.8 Mobile.de reserves the right to grant individual clients a discount in writing when a particular booking volume has been reached.

a) If the discount is granted on the basis of a booking volume to be achieved per month, the discount shall be included in the monthly invoice in question and granted for the entire monthly booking volume.

b) If the Client is granted a discount in the event of its achieving a particular booking volume for a period longer than one month (e.g. one year), the Client, on achievement of the booking volume in question, shall receive the discount solely for the booking volume which exceeds the agreed limit.

c) If the Client, in derogation of Section 6.8 (b), is granted a discount by mobile.de at the time of the first ad booking on the basis that the Client, within a defined period, reaches a booking volume liable to an aggregate discount, the Client undertakes to pay back the amount saved via the discount if it proves unable to generate the originally agreed booking volume by the end of the agreed period.

6.9 Mobile.de shall not grant the discount arrangement specified above in the case of ad placement collectives. Ad placement collectives shall be held to apply when various companies operate together under a single advertising client's name or a single advertising agency when booking services from mobile.de. This provision shall also apply if the different companies all belong to the same group. If the existence of an ad placement collective does not become known until mobile.de has already granted a discount, mobile.de can demand the repayment of the discount that had erroneously been granted.

6.10 All agreed prices are strictly net and must be paid plus the statutory rate of VAT to mobile.de.

## 7. Grants of rights

7.1 The Client hereby grants mobile.de and its Affiliates for the purposes of this contract and limited to the contractual term agreed in the respective individual contract, the non-exclusive, worldwide right, including the right to transfer or grant sublicenses to third parties for the purpose of providing the contractual services and to Affiliates, to integrate the advertising material handed over to mobile.de within the scope of the online advertising activities and potential related services into the Advertising Space to present and publish it there and to make it accessible and transmit it to the general public and closed user groups via fixed and mobile communications networks in places and at times of their choice for the purpose of simultaneous or successive use – also readily retrievable – and to reproduce the advertising material for the above purposes. The Client further grants mobile.de and its Affiliates the right to use the advertising material for purposes of self-marketing, research and/or training including,

without limitation, the use for sales records and presentations, industry events, market research studies related to advertising campaigns, campaign evaluations, training of employees as well as the use on websites operated by mobile.de and/or its Affiliates.

The above granting of rights shall also encompass, in particular, the right to use the advertising material and, as the case may be, other material:

- a) within the scope of telecommunications, tele- and media services, (e.g. online services, electronic push-and-pull services such as e-mail, SMS, MMS);
- b) in each case including all digital and analogue transmission and retrieval technologies, particularly via cable, radio, fixed and mobile satellite networks and microwaves using all methods (in particular GSM, GPRS, UMTS, WAN, LAN, WLAN, broadband, etc.);
- c) utilising all protocols and languages (in particular TCP-IP, IP, HTTP, WAP, HTML, c-HTML, XML etc.);
- d) including reproduction, downloading and storing on any receiver equipment such as, in particular, stationary and mobile computers, television sets, set-top boxes, (hard-disk) video recorders, mobile phones and personal digital assistants (PDAs); and including
- e) the right to edit the advertising material and, as the case may be, other material in accordance with the provisions of this contract and to use these edited versions in accordance with this Section 7 and
- f) the database right, in particular the right to record the relinquished advertising material and edited versions of that material in machine-readable form and store it electronically in an in-house database, even if this does not serve the database operator's own use as defined by Section 53, German Copyright Act (UrhG).

7.2 The above granting of rights also refers, in particular, to existing copyrights and ancillary copyrights applicable to the advertising material and other material, privilege as to one's own image, rights to bear names and titles, trademark rights and other identification rights.

## 8. Indemnity against claims by third parties

Insofar as third parties, including organs of the state (e.g. prosecuting authorities), assert claims against mobile.de, its Affiliates and/or Third-Party Inventory Partner on grounds of an infringement (a) of Section 3.2, (b) of industrial property rights (e.g. patent or trademark rights), copyright or other rights (e.g. privilege as to one's own image) or (c) legal provisions (e.g. criminal law, youth protection law, unfair competition law) as a result of the use in conformity with the contract of the advertising material provided and intended for publishing in the online advertising campaign by the Client and/or as a result of the content of the Internet pages and documents to which this advertising material was linked in accordance with the URLs specified by the Client, the Client undertakes to exempt mobile.de, its Affiliates and/or Third-Party Inventory Partners fully from these claims (in the amount of the ordered fine or pecuniary penalty ordered in the case of infringement of public regulations) and from the reasonable costs of a legal dispute and legal defence (including costs of legal advice and representation). The obligation to indemnify is subject to the condition that mobile.de,

its Affiliates and/or the Third-Party Inventory Partner neither acknowledge third-party claims of this kind without the Client's consent nor reach any settlement on the matter in question with the third party. The Client, however, may refuse his consent only for good cause. This obligation to exempt shall not apply if the Client was not responsible for the infringement as per Sections (a) or (b). The limitations on liability in Section 10 shall not apply for this obligation to exempt. Any compensation claims asserted on grounds of loss or damage going beyond this shall remain unaffected by the above.

## 9. Warranty / Force majeure

9.1 Mobile.de shall make the Mobile.de Websites, eBay Kleinanzeigen Websites, MOTOR-TALK-Website and associated websites as well as the MEW and APPs available for the online advertising in accordance with the current state of the art.

9.2 Mobile.de is entitled to temporarily restrict the availability of the Mobile.de Websites, eBay Kleinanzeigen Websites, MOTOR-TALK-Website and associated websites as well as the MEW and APP if this is necessary due to capacity limits, the security or integrity of the servers, or in order to carry out technical measures, and provided that the restriction serves the proper or improved rendering of the services (maintenance work). In such cases, mobile.de shall take account of the Client's legitimate interests, e.g. by providing advance information. In the case of online advertising on Third-Party Inventory, the obligation of mobile.de is limited to the forwarding of any advance information received from the Third-Party Inventory Partner.

9.3 All of the services offered on the Internet can be impaired by, in particular, technical circumstances, failures of productivity and/or connections, hardware and software defects and the influence of third parties whose actions cannot be attributed to mobile.de (e.g. as a result of viruses or services attacks). The parties are agreed that breakdowns and/or faults in the rendering of services caused by such occurrences for which mobile.de were not responsible shall not constitute any rights for the Client.

9.4 Each of the two parties shall be released from its obligations to perform if the rendering of their performance temporarily becomes impossible on grounds of force majeure. Force majeure shall be regarded as all events which, even with the utmost care that can reasonably be expected, could not be foreseen and averted by the party prevented from rendering the performances in question, e.g. war, civil disorders, natural disasters, fire, sabotage by third parties, and strikes in areas for whose smooth functioning the affected party is not responsible. The release from obligations to perform shall apply only for the duration of the hindrance. If it is no longer possible for mobile.de to render the services at a later date when the hindrance has ceased to apply (e.g. because the booked placements have then been booked by another client), or if the hindrance through force majeure lasts longer than fourteen days, each of the two parties shall be entitled to cancel the individual contract in question without notice or withdraw from it for good cause.

9.5 The Client shall be obliged to check the online advertising and, as the case may be, related services without undue delay after its publication and to notify mobile.de in writing of any discernible errors without undue delay but no later than one week

after publication and/or performance. If the Client fails to provide notification in this way, the online advertising and/or related services shall be regarded as approved in accordance with the contract, unless the error was not discernible at the time of the check. If an error in the online advertising and/or related services becomes apparent at a later date, the Client must give notification of it without undue delay upon its discovery, otherwise the online advertising and/or related services shall be deemed approved even in consideration of this error.

## 10. Liability

10.1 The parties shall be liable vis-à-vis one another for loss or damage in accordance with the relevant legal provisions, except in the case of violations of material contractual obligations, only if and insofar as the parties, their legal representatives, senior employees or other vicarious agents are guilty of intent or gross negligence. If material contractual duties are violated, the parties shall be held liable for all culpable behaviour by the parties, their legal representatives, senior employees or other vicarious agents. The term "material contractual obligations" refers to those obligations whose fulfilment is essential for the proper execution of the contract, whose fulfilment the contractual partner may regularly rely on and whose violation endangers the achievement of the purpose of the contract

10.2 Except in the case of intent or gross negligence by the parties, their legal representatives, senior employees or other vicarious agents, the liability of the parties as regards the amount shall be limited to the loss or damage typically incurred in transactions of this kind that could be foreseen when the contract was concluded.

10.3 Except in the case of intent or gross negligence by the parties, their legal representatives, senior employees or other vicarious agents, the liability of the parties for indirect loss or damage, particularly lost profits, shall for each damaging event be restricted to the amount of remuneration that the Client was obliged to pay mobile.de for online advertising during the last six months preceding the damaging event.

10.4 The exclusions of liability and restrictions specified above shall not apply if the parties assume explicit guarantees; for claims under the German Product Liability Act (ProdHG); in the event of fraudulent concealment of defects; for damage arising from loss of life, bodily injury or damage to health; or if other mandatory legal provisions apply.

## 11. Confidentiality

11.1 The parties undertake to treat as strictly confidential during the term of this contract and for three years after its termination all information received from the other party about its affairs and all information that comes to their attention relating to the other party in connection with the implementation of this agreement, particularly customer and product data, technical data such as computer programs and interfaces, and financial data such as the other party's sales figures, margins and purchasing terms („confidential information“), to use it only for the purpose of implementing this contract and not to make it accessible to third parties. The content of this agreement, too, must be treated confidentially. Each of the parties is obliged to consult the other

party if any doubts emerge as to whether a specific piece of information is to be treated confidentially. With regard to the secrecy of confidential information, the receiving party shall exercise the same care and use the same safeguards that it uses to protect its own confidential information of the same kind and at least the level of care as is usual in the ordinary course of business. In doing so it shall, in particular, take adequate steps to protect confidential information against unauthorised disclosure, reproduction and use.

11.2 This obligation to observe confidentiality shall not apply to information (a) which was demonstrably already known to the receiving party when it was disclosed or (b) was already generally obvious at this time, or to information (c) for which the receiving party proves that it has received this information from a third party without any obligation to observe confidentiality after this contract was concluded, on condition that this third party for its part did not infringe an obligation to the disclosing party to observe confidentiality by passing on the information, (d) in respect of which the receiving party proves that this information became generally obvious through no fault of the party in question after the contract was concluded or (e) must be disclosed on grounds of mandatory legal provisions, a non-appealable court judgment or an official order. Mobile.de shall be entitled to forward the Client's confidential information to its Affiliates for the purpose of implementing this contract.

11.3 The parties shall not publish any press information, press releases, interviews or other public statements in respect of the planned cooperation, or make them available to third parties, without the prior written (also via e-mail) consent of the other party. Each party may exercise its complete discretion in granting such consent.

## 12. Limitation

All claims of the Client against mobile.de which arise from this contractual relationship with mobile.de shall become statute-barred after one year, starting with the end of the year in which the claim first arose and the Client became aware of the circumstances that justify the claim or must have become aware of them without gross negligence. This shall not apply in the case of any liability of mobile.de on grounds of intent. Section 199, Subsections 2 to 5, BGB shall not be affected by this.

## 13. Miscellaneous

13.1 All agreements reached at the time of the contract being concluded or thereafter which diverge from the provisions of these GT&Cs must be made in writing to be effective. This shall also apply to an annulment or waiver of the written form requirement. The parties are agreed that signed declarations sent by fax or scan via e-mail shall also satisfy the written form requirement. In particular, all individual contracts can also be sent by fax or scan via e-mail to mobile.de. Unless otherwise agreed, all other notifications within the scope of the implementation of this contract can be sent by e-mail (to the e-mail addresses specified to each other by the parties for these purposes). Verbal agreements and communication by telephone, on the other hand, shall not be sufficient.

13.2 The Client shall be entitled to assign claims from its contractual relationship with mobile.de only after receiving prior written consent from mobile.de.

13.3 The Client hereby declares its agreement that mobile.de can at any time transfer its rights and obligations arising from this contract either wholly (assumption of contract) or partly to its Affiliates. If the Client's legitimate interests are impaired by such a transfer, the Client can cancel this contract without notice as of the date when the transfer comes into effect.

#### 14. Applicability of German law, place of jurisdiction

14.1 These GT&Cs, together with all the individual contracts concluded between mobile.de and the Client, shall be governed solely by the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention.

14.2 The sole place of jurisdiction – insofar as the Client is a merchant, a legal entity under public law or a special fund under public law, or has no general place of jurisdiction in Germany – shall be Berlin, Germany.

#### 15. Severability clause

Should one or more provisions of this contract be or become invalid or ineffective, this shall not impair the effectiveness of the remaining provisions. The parties undertake to replace an ineffective provision of this kind with an effective provision which corresponds to what the parties would have agreed upon, in terms of the contractual purpose, if they had been aware of the ineffectiveness of this provision when the contract was being concluded. The same shall apply to any gaps or loopholes in the provisions.

As per November 2020