

General terms and conditions regarding the utilization of the services of Auto1.com GmbH that are accessible via the website www.auto1.com

Please read these general terms and conditions (hereinafter the **"T&Cs"**) carefully before using the website and services of Auto1.com GmbH (*Gesellschaft mit beschränkter Haftung, a German company with limited liability*). By using our website and/or our services you agree to be bound by these T&Cs.

§ 1 General provisions

1. The website www.auto1.com is a website operated by Auto1.com GmbH with its seat in Berlin, Germany (hereinafter **"AUTO1.com"** or **"we"**).
2. AUTO1.com operates a database that is accessible via the Internet, in which we list motor vehicles for sale and which can be used for motor-vehicle searches by approved car dealers (hereinafter the **"Users"** or **"Dealers"** or **"you"**) via the search function made available by AUTO1.com.
3. These T&Cs shall govern the utilization of our website and/or service. By using our website, the respective User agrees to be bound by these T&Cs. We reserve the right to modify these T&Cs at any time and without giving reasons.
4. Any conflicting terms & conditions of a User shall not apply.

§ 2 Registration

1. Only Dealers of motor vehicles are allowed to register. They may register with AUTO1.com as a legal entity or as a natural person. The person registering must be authorized to effect a registration on behalf of the participating User.
2. AUTO1.com will decide, after receipt of the registration and at its own discretion, whether the Dealer is granted access to the database. The acceptance of an offer by a Dealer will be made either by way of a written confirmation on the part of AUTO1.com or by transmitting the access data (username and password).
3. As part of the registration and in the further course of the business relationship, AUTO1.com is entitled at any time to require the submission of a current excerpt from the commercial or trade register and other documents as well as information that is necessary and useful for a registration. Non-German Dealers will be required to submit comparable supporting documentation and/or documents.
4. If the details that were provided change after registration, the participating User is obliged to notify AUTO1.com thereof without delay. The information may only be provided in writing, by e-mail or by fax.

5. The User must keep his password confidential and must diligently secure their access data. Furthermore, he is obligated to inform AUTO1.com immediately if there are any indications that his access data is being, or has been, misused by third parties.
6. The User is generally liable for all activities that are carried out using his access data. If the User is not responsible for the improper use of his access data because there is no breach of existing duties of care, he shall not be liable.

§ 3 Blocking

1. AUTO1.com may take a variety of measures if there are specific indications which suggest that a User breaches statutory provisions, third-party rights or these T&Cs, or if AUTO1.com has any other legitimate interest, in particular in the event that a User is in default of payment (*Zahlungsverzug*) in the context of a motor-vehicle deal with AUTO1.com or an affiliated company of AUTO1.com.
2. The measures include issuing a warning to Users or blocking them temporarily or permanently. In its choice of which measure to apply, AUTO1.com will take into account the legitimate interests of the affected User and the degree of his fault.

§ 4 Rights of use

1. Within the limits of these T&Cs of Use, Users shall have the right, using the online search mask that is made available, to make individual data sets visible on their screens and to print them out in order to create a permanent visual image. In addition, the User may submit binding offers for individual motor vehicles.
2. Activities of Users that are aimed at rendering our service non-operational or at making its utilization more difficult are prohibited.
3. In the absence of our express prior written consent, Users must not systematically extract parts of our service and/or reuse them. In particular, without the express written consent of AUTO1.com, Users must not use data mining, robots or similar data-collection and data-extraction programs in order to extract any substantial parts of our service for purposes of reusing them.
4. Any linking, integration or other linkage of our service without express written consent is prohibited.
5. The appearance and scope of functionality of the service may differ depending on the type of access – for instance via the website or via mobile-phone app. The right to use the service and its functions shall be limited to the current state-of-the-art technology.

§ 5 Warranties

1. We do not give any warranty (*Gewährleistung*) for the technical defects, in particular for the continuous and uninterrupted availability of the website or for the error-free display of the contents entered by the User.

2. In the event that the service offered is not accessible, the User may contact our customer service.

§ 6 Data protection

1. We take the protection of personal data and of the privacy of the Users of our website very seriously. To ensure the greatest possible protection, it goes without saying that we comply with all legal regulations in the area of data protection.
2. The controller (*verantwortliche Stelle*) and the service provider (*Diensteanbieter*), is AUTO1.com GmbH, Berlin. Please feel free to contact the data-protection officer of AUTO1.com at any time for all questions pertaining to data protection. The best way is by e-mail to datenschutz@auto1.com.
3. Personal data is information that can be attributed to a User individually. This includes, for example, the e-mail address or, where applicable, telephone number of a User. We collect personal data via our website if such data is made available to us by the User.
4. We use such data to the extent to which this is necessary for purposes of providing our service to the User. The utilization of the data for advertising is limited to purposes of self-promotion (including referral advertising [*Empfehlungswerbung*]) by us or by affiliated companies.
5. We use your e mail address to offer you our own similar goods or services.

§ 7 Limitation of liability

1. We strive to always make sure that the services provided by AUTO1.com are available without interruption and free from any errors. However, due to the nature of the Internet, it is impossible to guarantee (*garantieren*) this. It is also possible that your access to our website may be interrupted or limited from time to time in order to allow for repairs, maintenance work or the introduction of new services. We endeavor to limit the frequency and duration of each of these temporary disruption or limitation.
2. In the context of the use of our website and services, we are liable without limitation for any loss or damage caused, either intentionally (*vorsätzlich*) or by gross negligence (*grob fahrlässig*), by AUTO1.com or by its legal representatives, employees or by 'persons employed in performing a contractual obligation for whom AUTO1.com is vicariously liable' (*Erfüllungsgehilfen/vicarious agent*).
3. In the event of a slightly negligent (*leicht fahrlässig*) breach of merely immaterial contractual obligations, AUTO1.com shall not be liable. Other than that, liability for loss or damage caused by slight negligence shall be limited to any loss or damage whose occurrence must typically be expected. In this context, liability shall be limited to the direct average damage.

4. The foregoing limitations of liability shall not apply to any loss or damage arising from an injury of life, body or health, as well as to any other loss or damage arising from fraudulent intent (*Arglist*).
5. To the extent that the liability of AUTO1.com is excluded or limited, this shall also apply in relation to the personal liability of employees, representatives and vicarious agents.

§ 8 Copyrights and rights of use

1. All trade signs, logos, texts, images and other data on our website are subject to copyright protection. The utilization of our website does not entitle you to any further utilization of such information. The modification, further processing and use in media of any kind is generally not permitted. Any further use is only possible with our prior written consent.
2. The unapproved use of our information as well as of the logos or trademarks of third parties that are reproduced on our website breaches our rights and/or third-party rights and is not permitted.

§ 9 Severability clause

Should any provision of these T&Cs be or become invalid, this shall not affect the legal validity of the remaining provisions. Instead of the invalid provision, a valid provision shall be deemed to have been agreed which comes closest to the economic purpose intended by the parties.

§ 10 Governing law, place of performance and place of jurisdiction

1. The laws of the Federal Republic of Germany shall apply to the exclusion of all other laws.
2. Place of performance is 10961 Berlin, Germany, if the contracting parties are merchants, legal entities under public law or special funds under public law.
3. The exclusive competent court of jurisdiction for all current and future claims arising from this contractual relationship shall be the district court of Berlin Tempelhof-Kreuzberg, or the higher regional court of this court, insofar as the contracting parties are merchants, legal entities under public law or special funds under public law or at least one of the contracting parties has no general place of jurisdiction in the Federal Republic of Germany.

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