

§ 1 GENERAL

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**” or, if used in the singular, a “**User**” or a “**Dealer**” 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. The registration is only permitted to dealers of motor vehicles. They can login as a legal person or natural person. The person registering must be authorized to make an application for the participating users.
2. Auto1.com decided after receipt of the application and in its sole discretion, if the dealer gets an access to the database. The acceptance of an offer by a dealer is done by a written confirmation of Auto1.com or by sending the data of access (username and password).
3. As part of the application and in the further course of the business relationship Auto1.com is entitled at any time to require the submission of a current commercial or industrial registration certificate and other documents or information as may be required for an appropriate application. From foreign merchants comparable evidence or documents are required.
4. If the data given changes after the application, the participating user is obliged to inform Auto1.com. The information may only be in writing, by email or fax.
5. The user must keep his password secret and secure his access carefully. He is also obliged to inform Auto1.com immediately if there is evidence that his data will be collected and used by third parties.
6. The user is liable for all activities that occur under his access. If the user is not responsible for the misuse of their access, because a violation of the due diligence is not present, then he is not 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.

§ 4 RIGHTS

1. Users have the right to use the provided online search and make the individual records on their screen visible. Furthermore, users have the right - for permanent visualization - to create a print under these terms and conditions. In addition, the user can submit binding offers for individual vehicles. Activities of users who aimed to make our service disfunctional or complicate its use is prohibited.
2. User may not without our express written consent systematically extract and / or reuse parts of our service. In particular, users are not allowed without the express written consent of Auto1.com to use data mining, robots, or similar use of any data gathering and extraction programs to extract any substantial parts of our service for reuse.
3. The linking, integration or any other link in our service without express written permission is prohibited. Presentation and functionality of the service can vary by type of access - for example, via internet or via mobile application. The right to use the service and its functions is only possible within the context of the current state of the art.

§ 5 WARRANTY

1. We do not give any warranty (Gewährleistung) for the absence of 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 PRIVACY

1. The protection of personal data and privacy of users of our website is taken very seriously by us. To ensure maximum protection, it is natural for us that we comply with all legal regulations in the field of data protection.
2. Responsible agency and service provider is the Auto1.com GmbH. You can direct all questions relating to the Privacy Policy, at any time to the Privacy Officer of Auto1.com. You can contact him by e-mail: datenschutz@auto1.com.
3. Personal information is information that can be assigned to a user individually. This includes, for example, the e-mail address or telephone number of a user if appropriate. Through our website, we collect personal data if this will be provided by the user.
4. We use this information, to the extent necessary to provide our services to the user. A promotional use of the data is done solely for the purposes of self-promotion (including the recommendation advertising) by us or affiliated companies. We use your e-mail address to provide you with similar products or services of Auto1.com or affiliated companies.

§ 7 LIMITATION OF LIABILITY

1. We always try to ensure that the services of Auto1.com are without interruptions, available and error free. By the nature of the Internet, however this can not be guaranteed. Also, your access to our Website may occasionally be interrupted or restricted to allow for repairs, maintenance or the introduction of new services. We try to limit the frequency and duration of any temporary interruption or limitation.
2. In the course of using our site and services we accept unlimited liability for damage caused intentionally or by gross negligence Auto1.com or through their legal representatives, employees or vicarious agent. In cases of slightly negligent breach of contractual obligations Auto1.com shall not be liable. Moreover, the liability for damages caused by carelessness is limited to those that can be expected to arise typically. The liability to the direct average damage is limited.
3. The foregoing limitations will not apply to damages arising from injury to life, body or health, and for other damages based on malice. Where the liability of Auto1.com is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

§ 8 COPYRIGHT AND USE RIGHTS

1. All trade marks, logos, text, images and other data on our website are subject to copyright. By using our website, you have no rights to use this information. The change, further processing and use in media of any kind is strictly prohibited. A further use is possible only with prior written consent from us.
2. The unauthorized use of our information, as well as the logos or trademarks of third parties, which are shown on our website violate our rights or the rights of others and is not permitted.

§ 9 SEVERABILITY

1. Should any provision in these T&Cs be or become invalid, then 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 most closely reflects, in commercial terms, what was intended by the parties.

§ 10 APPLICABLE LAW and PLACE OF JURISDICTION

1. The laws of the Federal Republic of Germany shall apply to the exclusion of all other laws. Place of performance and place of jurisdiction shall be Berlin. (Germany).

(Version as at June 2017)