



General Terms and Conditions (GTC)

Conclusion of the contractual relationship

By entering the user name and the confidential password and subsequently logging in by clicking on the login button, the Internet user (hereinafter referred to as "Client") creates a contractual relationship between Analyse Systems Inc., 20 2nd Street, Jersey City, 07302 New Jersey (hereinafter referred to as "AS") and the Client in accordance with these terms of use. Thus, the present GTC become binding for the Client and for AS.

Scope

The terms of use of AS shall apply exclusively. Any terms and conditions of the Client deviating from the terms of use of AS shall not apply. In case of an individual contract proposal of the Client including GTC, deviations from these GTC may be agreed upon.

Payment provisions

If the Client selects one of the paid offers by clicking on the respective button in the main menu, AS shall be obligated to provide the used car market data in accordance with the provided description to the best of its knowledge and ability. The Client shall be obligated to make the payment specified for the selected offer in due time. This provision does not apply to the exception of a short-time test period agreed in individual cases between AS and the Client.

Use of AS information

AS provides to the Client software products in the form of market data analysis results. The data is usually made available to the Client via a digital communication network (Internet). AS shall grant the Client a non-exclusive license for the analysis results provided. The Client acknowledges and confirms that the processed data, the pertaining data structure and concepts constitute a valuable business asset of AS and that AS shall remain the proprietor of all the pertaining rights.

Access and transferability

For the use of the market information provided to the Client by AS, AS will usually provide the Client with database access including an individual user password. As a general rule, the used car information provided to the Client by AS shall not be transferrable and must not be disclosed to third parties. The transfer of the right of use and the grant of sub-licenses shall be excluded. The transfer of a Client - and/or user-specific database access to another person without written communication with and the written consent of AS shall be prohibited. The Client may only use the information provided by AS in the context of the Client's specific professional responsibilities within the Client's company and only subject to the present conditions. The Client's right to use the data is not exclusive and not transferable. In case of abuse of the information, AS may stop the provision of information and terminate the contractual relationship with immediate effect. AS expressly reserves the right to assert further claims for damages. An abuse shall, in particular exist if the data or information is falsified or copied in any way or if the information provided to the Client is passed on to third parties.

Copyright/confidentiality

The content and design of the provided information shall be subject to the copyright of AS. AS reserves all the rights with regard to the provided information. The information must, in particular, not be falsified or copied or be otherwise spread in any way. The Client shall be granted - limited to the duration of this contractual relationship - the non-transferrable, non-exclusive right to use said market information at several individual workplaces in the Client's company. Any further use, in particular any modification, extension, change, copying or disclosure to third parties (e.g. freelance contributors or other external individuals) shall be prohibited. Exceptions to this rule shall only be possible based on a prior, written agreement with the AS Management. The Client shall be prohibited from removing or otherwise deleting intellectual property right notices and/or other notices identifying the proprietor of the rights. The Client shall keep any potentially granted license/client number and/or access authorization secret from external individuals. The obligation shall continue to apply in the time after the expiry of the contract. After the expiry of the contract, the Client shall no longer be authorized to use the programs and data provided by AS. The Client shall be obligated to immediately and without being requested to do so delete any data and database access in the form of user names and passwords and, upon AS's request, enable an agent mandated by AS to verify the deletion as soon as possible. The Client undertakes to ensure that all the above mentioned safety obligations and duties of due care are fulfilled by the Client's employees and other individuals under the Client's supervision. If the Client learns of a breach of contract, the Client shall stop such breach and notify AS immediately in writing.

Transfer of Client data

The Client shall grant AS the right to obtain the vehicle data of the Client by means of interfaces or indirectly via an accessible website.

Delivery times

The provision of data by AS and/or the data availability shall be ensured by AS in accordance with the underlying offer, usually daily (Monday through Friday, at least in the time between 9:00 am and 5:00 pm), with at least 90% availability. This is a voluntary commitment of AS and the Client shall not have any legal claim in this regard.

Exclusion of warranty

The contractual parties agree that, based on the current state of the art, it is not possible to develop the programs in such a way

that they are error-free in all application conditions. The information provided by AS is prepared in good faith. However, for reasons of warranty, any claim to their up-to-dateness, accuracy and completeness shall be excluded. Neither the complete nor the immediate inclusion of all vehicle types shall be owed. The Client shall use the provided information at the Client's own risk. With regard to the accuracy of data and information from external sources or other market participants and their transfer, AS shall only be liable in case of intent or gross negligence at the end of AS. AS shall only be liable if AS has provided a guarantee or accepted the procurement risk as well as in case of intent or gross negligence at the end of AS. This shall apply, in particular, to the accuracy and/or usability of the provided data and software including their transfer. Warranty claims shall, in particular, not exist if the programs and data provided by AS do not always run without interruptions and errors or if the digital communication network is not available. The Client shall only be entitled to claims for damages if a delay of AS is due to intent or gross negligence. The data, services and other products shall always be provided or delivered "as is" and shall be used by the Client at the Client's own risk. Any warranty shall be waived. Especially a guarantee of the commercial quality, suitability for a specific purpose or the non-infringement of rights shall not be provided. AS shall not be liable for any damages occurring in connection with or as a result of the use of the information or services provided by AS. This shall not apply to liability for intent and gross negligence. AS shall not be liable for any indirect damage or subsequent damage, lost profit or data loss. Any liability for auxiliary persons, subcontractors or third parties shall be excluded. AS shall only be liable for slight negligence, if an obligation is breached the fulfillment of which is of special importance to the achievement of the purpose of the contract. Any liability irrespective of culpability of AS for errors already existing at the time of the conclusion of the contract shall be expressly excluded. Subject to the above mentioned conditions, the maximum possible liability amount of AS shall be limited to the amount of the payment requested by AS for the data information.

Force majeure

If the Client or AS are prevented from fulfilling the obligations under this agreement due to force majeure (for example natural disaster, strike, court orders, war, uprising), the respective contractual party shall be obligated to notify the other contractual party of the circumstances and the extent of the obstacle. Irrespective of other provisions in this agreement, a contractual party shall not be considered in breach of the contract or obligated to provide compensation, if the respective party fulfills the obligations under this agreement not at all or with a delay and if the non-performance or delay is due to force majeure, of which the respective other contractual party has been notified.

Assignment

AS shall be entitled to transfer the rights and obligations under this agreement partially or fully to subcontractors or affiliated companies. The Client shall generally accept such assignment.

Contract term / termination

The right of the Client to obtain the information described in the underlying offer shall be subject to the termination provision in the contract offer. However, the delivery obligation of AS shall end as soon as the Client fails to fulfil the payment obligation. However, this delivery obligation shall not affect one-sided terminations.

Data protection

It is pointed out to the Client that AS stores the personal data of the Client in a machine-readable format and processes it in the context of the intended purpose of the contractual relationship with the Client. All data shall be treated confidentially. The personal data of the Client shall not be disclosed to third parties. AS may change the present data protection provisions and terms of use at any time without prior announcement.

Applicable law / place of performance / place of jurisdiction

Any disputes arising from or in the context of this contract shall be subject to the law of the USA. The English version of the contract shall be decisive. Unless mandatorily otherwise dictated by law, the place of performance and exclusive place of jurisdiction for any disputes arising from or in the context of this contract shall be Jersey City.

Miscellaneous

Ancillary agreements beyond the GTC or an underlying written Client offer do not exist. Changes or additions to this contract must be made in writing. The cancellation of this written form requirement or the waiver of this written form requirement must also be expressed in writing. If individual provisions of these GTC are invalid, void or not executable, the validity of these GTC as a whole shall not be affected. The invalid, void or non-executable provisions shall be replaced by the legally admissible provision which comes closest to the economic purpose of the contractual content intended by the parties.