1. General terms of use of yoozoo GmbH

1.1. "Octopus" and associated modules are an offer of the

yoozoo GmbH
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Germany

hereinafter referred to as "**yoozoo**".

Under the business name "Octopus" yoozoo offers recording and editing services for vehicle photos and videos.

1.2. The services are expressly and exclusively directed to entrepreneurs within the meaning of § 14 German Civil Code (*BGB*), legal entities under public law or special funds under public law. The services are not directed at consumers within the meaning of § 13 German Civil Code (*BGB*),.

1.3. Any deviating, supplementary or conflicting general terms and conditions introduced by the customer shall not become part of the contractual relationship; execution of an order without objection shall not constitute agreement to the inclusion of other general terms and conditions from the customer.

1.4. An agreement shall be concluded by acceptance of the offer transmitted by yoozoo. An offer from yoozoo has, unless otherwise stated, a validity period of 14 days. yoozoo offers trial accesses, which have a limited number of image edits or a limited period of use and will be deactivated when the period of use is exceeded or the number of image edits is reached.

2. Subject of the agreement

2.1. The image processing of yoozoo is provided as a service and the customer shall be not provided with any software for his own image processing. Depending on the type of delivery of the image or video files, various configuration options for image processing are available to the customer. yoozoo can provide client software for data acquisition or retrieval for such purpose, but is not obligated to do so, provided that at least a web- or FTP-based option for data acquisition and retrieval exists. Furthermore, yoozoo can also offer other applications, e.g. for archiving the processed images as additional functionalities

2.2. As far as yoozoo provides software to the customer, yoozoo grants the customer a non-exclusive, and non-transferable right of use for the term of the agreement.

2.3. When using backgrounds or other image elements provided by yoozoo, the customer is granted a simple right of use to these image elements for use within the scope of the image specifically processed by yoozoo. yoozoo grants the customer the exclusive rights of use to the processed image, insofar as an own right of use has arisen at yoozoo through the processing. The clarification of the rights to the materials provided by the customer is the sole responsibility of the customer and the granting of rights by yoozoo is subject to such clarification of the rights to the source materials which are not provided by yoozoo.

2.4. The access data assigned by yoozoo or individualized by the customer shall be kept secret and are assigned in a personalized manner, unless otherwise agreed; the number of accesses can be limited by yoozoo, unless contractually agreed. The transfer of access data is only permitted to employees and service providers for their own internal company purposes. Transfer of access data to third parties for their own purposes is only permitted with the consent of yoozoo.

2.5. The customer is not entitled to modify or edit any software provided by yoozoo, unless this is done within the scope of explicitly documented configuration options. The customer shall also not be entitled to

develop his own add-ons or other software which directly accesses or controls the software of yoozoo without the express consent of yoozoo.

3. Scope of use

3.1. The customer can take and transmit vehicle photos, 360° image series and videos with the mobile app provided by yoozoo, or transmit vehicle photos via web client or API. By selecting a product configured for him, he decides, among other things, on the desired type of processing and the use of logos, watermarks, and license plate inserts.

3.2. As an alternative to the image elements of yoozoo, the customer can provide his own graphics for the revision of the submitted images, provided that these comply with the technical specifications of yoozoo. When using picture elements of the customer yoozoo is not responsible for the final picture quality.

3.3. The processing time of the images or videos is on average up to 24 hours and may in individual cases exceed 48 hours. If the processing time is expected to exceed 48 hours, yoozoo will inform the customer in advance.

3.4. The customer can have the processed image data delivered via FTP or retrieve image and video data from a website. yoozoo can also provide client software for this purpose, but is not obligated to do so.

3.5. The customer must retrieve and check the image or video files within 24 hours on working days (Monday to Friday with the exception of public holidays). Outside of working days, the obligation to inspect shall be suspended. As far as the customer does not give notice of defects within the period, the processing is considered as accepted. An extension of the acceptance period is only possible in advance and only if an inspection is actually not possible due to the number of image or video files.

3.6. yoozoo can offer the customer the possibility to integrate edited images and videos directly into editorial systems of the customer by means of appropriate interface technology. In these cases the integration into the editorial system is considered as acceptance.

3.7. With the exception of the web- or FTP-based access to the yoozoo service, the delivery of possible client software to the users is not the subject of the performance of yoozoo and is the sole responsibility of the customer. For this purpose the customer may also use the services of third parties (e.g. external service providers). yoozoo will support the customer in this respect, if necessary, within the framework of a separate agreement.

3.8. The use of the services of yoozoo shall be only permitted for own, operational purposes, the resale of services to third parties without the express permission of yoozoo shall be excluded.

3.9. yoozoo is entitled to take appropriate technical protection measures against non-contractual use. The contractual use of the services shall not be impaired thereby.

3.10. In the event that a user exceeds the scope of use contrary to the agreement or in the event of an unauthorized transfer of use to third parties, the customer shall, upon request, immediately provide yoozoo with all information available to him for the assertion of claims due to the use contrary to the agreement, in particular the name and address of the user.

3.11. yoozoo can limit the number of images or videos to be processed per month if the overall performance of yoozoo would be limited by an overload.

4. Support services

4.1. yoozoo offers its customers support via e-mail. In addition, yoozoo can also offer its customers telephone support, but is not obliged to do so.

4.2. The support of yoozoo is available on working days from 9:00-18:00 CET/CEST (business hours).

4.3. The customer has to name an authorized contact person within the scope of the registration for the services of yoozoo, to whom any declarations shall be addressed. The customer will immediately name a new authorized contact person to yoozoo if the previous contact person is no longer available. At least an e-mail address for the contact person and a address for service of the customer must be provided.

4.4. The service of yoozoo is available during business hours to 98% on an annual average. The server protocols of yoozoo, including their connection to the internet, shall be a valid proof of availability. Announced maintenance work is not taken into account when calculating availability. Maintenance work will be carried out outside of business hours if possible.

4.5. yoozoo may provide new versions as automatic updates or as optional downloads, also via third-party app stores.

4.6. Any functionalities announced in advance are non-binding, unless individual promises have been made. yoozoo reserves the right not to implement announced functionalities or to implement them later. yoozoo may disable individual functionalities within the scope of updates, as far as this does not restrict the overall functionality or as far as functionalities can be used in another way. Irrespective of this, yoozoo reserves the right to adapt functionalities at any time due to changes in the legal situation or jurisdiction.

5. User fees

5.1. The prices for the image processing services of yoozoo depend in each case on the individual agreement with the customer.

5.2. yoozoo will issue a monthly invoice for its services and will invoice these as agreed. Payments are due within 7 days after receipt of invoice, unless otherwise agreed. Payments shall be made without deductions, in particular no cash discount shall be granted.

5.3. The rights of use to the processed images or videos are transferred to the customer with the download, whereby the transfer of rights is subject to the condition subsequent that the customer is more than 30 days in arrears with a payment.

5.4. yoozoo is entitled to block the customer's access to the services of yoozoo as long as the customer is in default with his payments.

6. Property rights, data protection and confidentiality

6.1. yoozoo is the owner of all property rights to the software as well as the trademark "Piranha".

6.2. The customer shall be obligated to refrain from infringing on trademarks, business names or other property rights registered or used by yoozoo.

6.3. As far as the customer transmits personal data on the transmitted pictures or in the transmitted videos for processing by yoozoo, yoozoo offers the customer the conclusion of an agreement on commissioned processing of personal data. This shall be concluded separately.

6.4. "Confidential Information" means all information exchanged between the parties under this agreement, whether orally or in writing, which is designated as confidential or which is to be regarded as confidential

due to the circumstances of the transmission, in particular the provisions of this agreement. Information shall not be deemed to be confidential if.

 6.4.1. was already provably known to the other party prior to the transmission without being subject to a confidentiality agreement,

 6.4.2. which becomes publicly known during the term of the agreement without a breach of contract by the parties

 6.4.3. which were independently developed during the term of the contract by employees of the parties who did not have access to the confidential information,

 6.4.4. which is disclosed by the disclosing party to third parties without a confidentiality provision, or

 6.4.5. which is required to be made public due to an enforceable order or other decision of a court, public authority or other governmental organization. In the latter case, however, the addressee of the decision undertakes to inform the other party thereof without undue delay and to support the latter appropriately in the context of a legal challenge to such decision. In principle, all technical information is part of the confidential information, unless it is distributed under an open source license.

6.5. The receiving party undertakes to treat all Confidential Information as strictly confidential and not to use it or make it available to third parties except for the purpose of fulfilling the agreement. The receiving party may only disclose the information to its management, employees and consultants to the extent that they are also subject to confidentiality under these provisions and to the extent that they are concerned with the matters of this agreement. The receiving party shall take all reasonable steps to prevent any unauthorized use of the Confidential Information and shall immediately notify the disclosing party of any suspected unauthorized use or disclosure.

6.6. yoozoo is entitled to name the customer as a reference customer using its logo on yoozoo's websites, in its social media appearances and in its other self-promotion and is entitled to use any images and videos submitted by the customer as well as their edited versions to promote yoozoo's services. In this respect, the customer grants yoozoo the non-exclusive, worldwide, temporally unlimited right to use these images for self-promotion purposes in all media as well as at events and trade fairs, unless the customer expressly objects to being named. Furthermore, yoozoo may use the submitted images for purely internal technical improvement of yoozoo's systems.

7. Liability & warranty

7.1. yoozoo is liable to the customer in case of intent or gross negligence for all damages caused by him as well as his legal representatives or vicarious agents without limitation.

7.2. In case of slight negligence yoozoo is liable without limitation in case of injury to life, body or health.

7.3. In all other cases yoozoo is only liable if yoozoo culpably violated a cardinal obligation. Cardinal obligations are those obligations that enable the proper execution of the agreement in the first place, whose violation endangers the achievement of the purpose of the agreement and on whose compliance the other party may regularly rely on.

7.4. In the event of liability pursuant to Section 7.3., liability shall be limited to the foreseeable, typically occurring damage.

7.5. Liability under the provisions of the Product Liability Act shall remain unaffected.

7.6. Liability without fault for defects which existed at the time of conclusion of the agreement (§ 536a paragraph 1 German Civil Code) shall be excluded.

7.7. The processing by the yoozoo system does not exempt the customer from clarifying and obtaining the rights to the images and videos submitted to yoozoo. In particular with regard to any copyrights, such as editing rights, personal rights of the persons depicted, and any visible trademarks and logos, the customer shall be obliged to acquire the necessary rights from third parties and assures the acquisition to yoozoo.

8. Term

8.1. The term of the agreement is unlimited and the agreement may be terminated by either party with a notice period of 10 days. The right to terminate for cause remains unaffected.

8.2. The termination shall be in text form.

8.3. The contractually granted rights remain with the respective parties even after termination of the agreement.

8.4. yoozoo will keep the customer's image and video data for at least 2 weeks after termination and reserves the right to delete the data at its own discretion or after corresponding instructions from the customer.

9. Amendment to the terms of use

9.1. yoozoo reserves the right to amend or extend these terms of use at any time with effect for the future in it's own discretion in good faith, provided that this is necessary and does not disadvantage the user. An amendment may be necessary in particular to make adjustments to a change in the legal situation. Newly issued court decisions are also considered a change in the legal situation. Changes and further developments of the yoozoo services can also make an amendment or addition to the terms of use necessary.

9.2. An amendment or supplement to these terms of use will be announced in text form in a suitable manner at least four weeks before it comes into force. As a rule, notice of the amendment of the terms of use shall be given by e-mail to the contact person.

9.3. The customer has the right to object to a change or amendment within four weeks after announcement and possibility of knowledge to yoozoo. In case of a timely objection both parties are entitled to terminate the agreement extraordinarily according to the termination regulations of this agreement. Other rights of termination remain unaffected. If the customer does not object within the objection period or if he continues to use the services thereafter, the change or amendment shall be deemed accepted and shall become part of the agreement.

9.4. yoozoo will separately inform the customer about the changes of the terms of use and the possibility of objection and termination, the deadline and the legal consequences, especially with regard to an omitted objection.

10. Miscellaneous

10.1. The place of jurisdiction for all disputes arising from and in connection with this agreement is the competent court at the registered office of yoozoo, provided that the customer is a merchant, a legal entity

under public law or a special fund under public law.

10.2. All prices are subject to the statutory value added tax, unless otherwise stated.

10.3. This agreement is subject to German law under exclusion of the provisions of international private law and the UN Convention on Contracts for the International Sale of Goods.

10.4. yoozoo is entitled to transfer this agreement by written notice to the customer to a company, as far as this company is at least 50% owned by yoozoo or directly or indirectly holds at least 50% of the shares in yoozoo. In the event of such a transfer, the acquiring company shall enter into all rights and obligations of yoozoo, whereby yoozoo shall continue to be jointly and severally liable with the acquiring company for any liabilities already incurred at that time.

10.5. Should any provision of this agreement be or become void, invalid or unenforceable in whole or in part, this shall not affect the validity and enforceability of all remaining provisions.