

## **General Terms of Use for the Use of Market Data Engine v.1.0 (as of July 2020)**

### **1. Scope and subject of the terms of use**

- 1.1. Eucon GmbH, Martin-Luther-King-Weg 2, 48155 Münster (hereinafter referred to as "Eucon") operates a website at the URL <https://marketdataengine.com>. This website enables businesses that have previously acquired corresponding licenses from Eucon (hereinafter "**Customer**") to access an online platform via a determined administrator (hereinafter "**Customer Admin**") and other authorized employees of the Customer (hereinafter "**User**") and to access, retrieve and analyze market information of the automotive aftermarket provided by Eucon in accordance with these Terms of Use (hereinafter "**MARKET DATA ENGINE**").
- 1.2. These general terms of use (hereinafter referred to as "**Terms of Use**") apply to all services offered by Eucon in connection with the provision of MARKET DATA ENGINE to Users. They regulate the availability of MARKET DATA ENGINE and the use of MARKET DATA ENGINE by the User.
- 1.3. The functionality and scope of services of MARKET DATA ENGINE is known to the User and results otherwise from the Help & Support area available within MARKET DATA ENGINE and from these Terms of Use.

### **2. Registration as Customer Admin**

- 2.1. The registration as Customer Admin and definition of his user name is carried out by Eucon after conclusion of a corresponding license agreement.
- 2.2. After registration, the Customer Admin will receive an activation e-mail from Eucon to the e-mail address previously provided. This contains a link through which the Customer Admin receives the user name and can set a password for the account and complete the registration. After completion of the registration, the Customer Admin can use the account created for him/her (hereinafter referred to as "**Customer Admin Account**") by entering the user name and password.
- 2.3. Further previously provided data of the Customer Admin will be stored by Eucon in the Customer Admin Account before registration and can be changed by the Customer Admin at any time.
- 2.4. Users already registered with PartsPool® may also use their PartsPool® user name for login within the scope of the purchased licenses and otherwise carry out registration as described above.

### **3. Registration as User**

- 3.1. The registration of a User can be done via the Customer Admin Account. Depending on the license purchased, the Customer Admin can create additional Users by entering their name and e-mail address and defining a user name. The created Users will be assigned to the respective Customer.
- 3.2. In addition, the Customer Admin can enter further data for the User for better organizing the Users. The other data of the User can be changed or deleted at any time via the Customer Admin Account.

- 3.3. By creating a User, the Customer confirms the right of the User to view the Customer's information provided in MARKET DATA ENGINE and to use MARKET DATA ENGINE under the Customer's license. The granted authorization can be revoked at any time by the Customer Admin by either removing the User in the Customer Admin Account or informing Eucon about this in another way in text form.
- 3.4. Users already created in the Customer Account under PartsPool® can will be transferred to the Customer Admin Account by Eucon and can be activated for MARKET DATA ENGINE by the Customer Admin.
- 3.5. After creation/activation, the User will receive an individual login link with his user name at the e-mail address provided, which he can use to register and set a password. After successful registration the User can access his account (hereinafter "**Customer User Account**").
- 3.6. If the activation of the User in the Customer Admin Account is revoked or if Eucon is informed by the Customer about the revocation of a corresponding authorization, the Customer User Account will be deactivated.

#### **4. Provision of services within the framework of MARKET DATA ENGINE**

- 4.1. Eucon provides MARKET DATA ENGINE and related services for use over the Internet exclusively for registered and with user name and password logged in owners of Customer Admin Accounts or Customer User Accounts (hereinafter: "**Account Owner**").
- 4.2. During the term of the contract and under the provision of a log in, the Account Owner is granted access to MARKET DATA ENGINE to the extent provided by Eucon within the scope of the license previously acquired by the Customer.
- 4.3. With reference to the provision of MARKET DATA ENGINE Eucon takes appropriate precautions against data loss and against unauthorized access of third parties to the within MARKET DATA ENGINE stored data.
- 4.4. Eucon reserves the right to close the user name and password of the Account Owner with effect of a termination.
- 4.5. Eucon is entitled to irretrievably delete all data of the Account Owner which have been created in the context of the use of MARKET DATA ENGINE within 30 calendar days after a termination becomes effective and after expiry of any legal retention periods.
- 4.6. Any rights of use granted to Eucon by the Account Owner with regard to the contents provided remain unaffected by the termination.

#### **5. Information retrieval via MARKET DATA ENGINE**

- 5.1. Through MARKET DATA ENGINE, Account Owners can access information about parts of the global automotive aftermarket (hereinafter: **parts**). In particular, the following information can be retrieved
  - Parts assortment
  - Parts supplier
  - Part numbers
  - Item details

- (list) prices
- (list) price developments / History
- Prices from online shops
- References (original parts)
- Replacements

(together hereinafter: **provided information**)

- 5.2. In addition, depending on the license acquired by the Customer, individual study services and further information services can be called up via MARKET DATA ENGINE.

## 6. Filter and retrieval options for the provided information

The information provided can be filtered, displayed and exported by the Account Owner in various ways and by various criteria, depending on the license purchased by the Customer and the conditions there.

- 6.1. MARKET DATA ENGINE provides a large number of Internet dealers in various countries that offer certain parts from the MARKET DATA ENGINE database for sale on the Internet (hereinafter: **web shops**).
- 6.2. Depending on the purchased license, the Customer Admin can select a certain number of web shops for selected countries for searching in MARKET DATA ENGINE (hereinafter: **licensed web shops**). The Account Owner can then filter the provided information with regard to the parts offered by the licensed web shops and with regard to the parts selected by the Account Owner, current prices and, if this information is accessible, availability and delivery times.
- 6.3. The Account Owner can create a selection of certain parts in his account and save it for a better overview and comparability as well as for further retrieval and filtering of the information provided (hereinafter: **parts basket**).
- 6.4. The Account Owner may also create a parts basket by uploading a file to MARKET DATA ENGINE in .csv file format or in other file formats accepted by Eucon. The file must contain at least one column with the respective part number for the parts to be included in the parts basket, and additionally, when uploading, the manufacturer or the brand of all parts contained in the file. For parts of the same brand, the brand can be specified before uploading without the need for an additional column. In addition, the Account Owner can fill additional columns with individual information for each part, which is then displayed in the parts basket. This parts basket can then be used to filter and retrieve the provided information.
- 6.5. Depending on the license of the Customer, the Account Owner may also create a compilation of certain part manufacturer brands selected by the Account Owner within MARKET DATA ENGINE (hereinafter: **brands set**) and use this compilation to filter the further retrieval of the provided information.
- 6.6. Depending on the license of the Customer, the Account Owner may also create a set of specific vehicles selected by the Account Owner within MARKET DATA ENGINE (hereinafter: **vehicles set**) and use it to filter further retrieval of the provided information.
- 6.7. The Account Owner may then use the filtering options described above to search for parts, compare parts, or perform a batch search for multiple parameters and parts.

- 6.8. In addition, the Account Owner may save each search, request and information retrieval as a favorite using the Favorites function.
- 6.9. Finally, the Account Owner can export and download his data generated by a batch search according to pre-defined export definitions.
- 6.10. The Account Owner can share his favorites, his brand sets, his vehicle sets, his web store sets and his parts basket with individual or all other Users of the Customer for usage by the other Account Owners of the Customer. For this purpose, all the names of the other Account Owners assigned to the Customer are displayed to the sharing Account Owner during selection.

## **7. Other obligations of the User**

- 7.1. The Account Owner is obliged to use MARKET DATA ENGINE properly. A proper use is in particular the omission of any abusive use, the omission of any violation of legal regulations, the omission of any endangerment of the security measures of the system as well as the obligation to keep passwords secret or to change the password immediately, if there is a risk that third parties may gain knowledge of the password.
- 7.2. The use of the MARKET DATA ENGINE account is restricted solely to the respective Account Owner. Use of the account by third parties is expressly prohibited. The Account Owner must keep the access data including the password secret and disclose them to unauthorized third parties. If there is reason to suspect that unauthorized third parties have obtained or will obtain knowledge of the access data, the Account Owner must inform Eucon immediately.
- 7.3. If the Account Owner violates any of the above obligations under this Section 7, Eucon is entitled to terminate the contractual relationship without notice and/or to delete the User account immediately.

## **8. Amendments to these Terms of Use**

- 8.1. Eucon is entitled at any time to change or amend the content of these Terms of Use and/or make changes to the Licensed Material, subject to a reasonable period of notice. If the Account Owner does not object to the amended terms of use within four weeks of receipt of the notification of amendment, but no later than the date on which the amendments are to take effect, the amendments shall take effect as notified.
- 8.2. If the Account Owner objects within the time limit, Eucon is entitled to terminate the User Agreement at the time when the amended Terms of Use are to take effect. The User's objection must be made in text form.
- 8.3. Eucon will only make changes for valid reasons, in particular due to new technical developments, changes in jurisdiction or other equivalent reasons. A reduction of the scope of services is not permitted if the services which are affected are subject to costs for the Account Owner.

## **9. Limitation of liability**

- 9.1. Eucon shall not be liable for the functionality of the data connection to the MARKET DATA ENGINE server, in the event of power failures, lightning strikes or damage caused by natural forces, or for performance restrictions or performance failures due to force majeure (war,

environmental disasters, pandemics, etc.) or events which regularly make performance significantly more difficult or impossible. This includes in particular strikes, lock-outs, official orders, the failure of communication networks and gateways of other operators, disturbances in the area of the respective line User as well as disturbances which are in the risk area of other network Users.

- 9.2. In the event of slight negligence, Eucon shall only be liable for breach of essential contractual obligations (cardinal duties) and personal injury and in accordance with the provisions of the German Product Liability Act. Essential contractual obligations are those obligations whose fulfilment is necessary to achieve the purpose of the contract.
- 9.3. Eucon shall be liable for damages for which it is responsible arising from injury to life, body or health pursuant to the statutory provisions and any liability under the Product Liability Act shall also remain unaffected.
- 9.4. Otherwise, the pre-contractual, contractual and non-contractual liability of Eucon shall be limited to intent and gross negligence, whereby the above limitations of liability shall also apply in the event of the fault of a vicarious agent of Eucon.

## **10. Term and termination**

- 10.1. The term of a contract shall commence upon conclusion of the contract, shall in principle be limited to the duration of the license acquired by the Customer and shall end automatically upon its termination without the need for a separate declaration.
- 10.2. The right to terminate this Agreement for good cause shall exist in particular if one of the Parties breaches essential obligations under the Agreement.
- 10.3. Any termination shall require text form.

## **11. Final provisions**

- 11.1. If these Terms of Use are or become incomplete or if individual provisions are or become impracticable or invalid, the remaining terms and provisions shall remain valid.
- 11.2. The impracticable provision shall be replaced by a practicable provision whose effects come as close as possible to the economic purpose pursued by the Parties to the contract with the impracticable provision.
- 11.3. Insofar as provisions have not become part of the contract, are incomplete or ineffective, the content of the contract shall be governed by the statutory provisions.
- 11.4. Eucon will not store the contractual provisions. It is therefore recommended that the User carefully saves the displayed text of the contract. The contract data can be printed out or electronically saved using the print function of the browser.
- 11.5. The contracts concluded on the basis of these Terms of Use and any claims arising from them, of whatever kind, shall be governed exclusively by the law of the Federal Republic of Germany, excluding the provisions of the UN Convention on Contracts for the International Sale of Goods and excluding German international private law.
- 11.6. The place of jurisdiction for legal disputes arising from this contract shall be the registered office of Eucon, insofar as this can be legally agreed.