

General Terms and Conditions and Data Protection

General Contractual Terms and Conditions applying to the products of MSGM.ch – Solutions GmbH, with registered office in Volketswil, hereinafter referred to as "msgm".

msgm operates in Switzerland under the name DigitalTools.

Valid as from 1 July 2016

1. Purpose of these contractual terms and conditions

msgm products process and improve car, motorbike, insurance and financing solutions. They are operated by msgm.

The products are used by two customer groups (hereinafter jointly referred to as the "Customers"). The first is potential car purchasers (hereinafter referred to as the "Consumers"), who use the cars and offers on the platform, and the second is dealers and agents (hereinafter referred to as the "Sellers"), who advertise, offer and assign the advertised car offers to the Consumers. These contractual terms and conditions apply to both Sellers and Consumers and govern the relationship between msgm and Customers.

These contractual terms and conditions between Customers and msgm may be supplemented by separate written agreements, which shall take precedence over these contractual terms and conditions.

2. Entry into force

These contractual terms and conditions apply to all Customers registered with msgm as of 1 July 2016 and to all services msgm provides to Customers.

3. Legal position of msgm

As operator msgm, either itself or via an appointed third party, provides products that Customers can use to create individual contracts. msgm does not act as an agent or in any other representative capacity for Customers.

Customers alone are reciprocally responsible and liable for the content, execution, validity and implementation of service and product delivery agreements that are advertised or offered via the products.

msgm accepts no liability in this respect and provides no services for the processing of contracts agreed via the platform and/or for bringing claims based on those contracts. The settlement of claims arising from a contract made via a product between Customers or between a Customer and a third party is a matter for the Customer and third party alone. The same applies to questions of whether a contract exists and in general to all questions and claims concerning the relationship between Customers or between Customers and third parties.

4. Execution of the contract

Customers cannot use the product unless they register with msgm. Registration requires acceptance of these contractual terms and conditions. msgm may examine the registration as it sees fit (especially for accuracy and integrity) and may reject the registration without having to provide a reason. Acceptance of the registration by msgm constitutes a contract between the Customer and msgm covering the product services governed by these contractual terms and conditions. Customers are not entitled to register or to remain registered.

msgm may at any time ask Customers to produce a version of these contractual terms and conditions that they have duly signed or of a contract based on them, and until such time this is produced may restrict or stop product services.

5. Term of the contract and termination

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Unless otherwise agreed in a written addendum, the basic contract shall apply to Sellers for a fixed 12-month period. The contract shall be automatically renewed upon each expiry date for the agreed fixed contract period unless it is terminated, subject to a 30-day notice period, at the end of a contract period. The conditions for the next contract period shall be as stated in the current price list so long as the Customer is informed of the price list at least 45 days before the end of the current contract period. The Digitaltools-FotoApp, where used, provides Customers only with variable costs per car.

msgm may at any time alter the nature, scope, price and terms and channels of purchase of the services it offers, or may refuse to provide services in the event of a default on payment or another breach of contract.

6. Obligations on the part of msgm

msgm operates the products and provides associated services to the best of its ability (telephone support, training, etc.). By using the products, Customers declare, under their own responsibility and in their own names, that they are interested in receiving offers from other Customers within the set advertising period. Customers thus use the products to establish direct exchange relationships. In this regard, msgm is only required to make the products available and to forward information via them. Customers are entitled to use the products, in accordance with the terms and conditions, to exchange declarations of intent. msgm shall use up-to-date technical resources to check that the data Customers exchange over the platform is virus-free, but gives no guarantee in this respect.

msgm may, at any time and without having to provide a reason, remove text and pictures from the platforms if they are illegal or contrary to common decency.

7. Obligations on the part of Customers

Customers shall:

- ensure that their profile data on the platforms is always entirely accurate;
 - ensure that after third-party processing (e.g. by vehicle exchanges, etc.) with msgm products, solutions are accepted. msgm accepts no liability for complaints about vehicles;
 - pay the fees for use of the product as per the contract;
 - not attempt, either themselves or via authorised third parties, to access (or have accessed) programmes operated by msgm;
 - take appropriate steps to protect the passwords assigned to them or to users from third-party access, and shall immediately alter the passwords themselves or via msgm if there are any grounds for suspecting an unauthorised third-party might have obtained them;
 - not use the products in an incorrect manner and, in particular, shall not exchange any illegal or immoral content over them;
 - not use electronic messages to send unsolicited messages or information to third parties (e.g. spamming);
- and
- check data is virus-free before sending it via the platform.

Customers who violate one or more of these obligations shall hold msgm entirely harmless against all ensuing consequences. In addition, msgm may also terminate the basic contract without notice and claim compensation. All unpaid fees shall immediately fall due. All fees already paid shall lapse without compensation.

8. Terms of payment

Fees arising from contractual and additional services shall be invoiced after such services have been executed. Individual, payable transactions shall be invoiced following completion. Invoices shall be deemed accepted 7 days after receipt unless written notification is received from the Customer. Fees for subscriptions are payable without deductions within 30 days of the invoice date. Set-up fees must be paid before set-up. Should the Customer default on payment, msgm may block access to the products without notice. This shall not release the Customer from their contractual obligations or entitle them to any compensation. In addition to a fee of CHF 10 per reminder, Customers shall also pay 5% interest p.a. on arrears. In the event access is blocked (e.g. for default on payment), the Customer shall be billed a separate CHF 40 processing fee.

9. Data protection and security

Confidentiality

The Customer and msgm (including their employees, sub-contractors and auxiliary personnel) undertake to maintain the confidentiality of all documents and information that are not in the public domain and relate to the business of the other contract partner and to which they obtained access during the preparation and implementation of this Agreement. This obligation existed before execution of the contract and shall survive the contract for as long as any interest requiring protection remains. The foregoing is without prejudice to statutory, judicial and administrative disclosure obligations.

Data protection

All data on the platforms and products shall be used by msgm to execute the contract. msgm may pass on the data collected to third parties named by the Customer and may use it for direct marketing purposes towards the Customer. The data shall not be used for any other purpose. msgm shall not – with the above exceptions – pass on data to any third party unless required by law or by a court or

administrative order. Customers are entitled to inspect the data msgm holds on them at any time. They may check and amend their data themselves online.

Data security

msgm shall routinely protect customer data in accordance with good practice. msgm shall take all necessary measures to protect the data it stores. msgm and its contractual partners accept no liability for access by third parties to data stored by msgm or msgm's contract partners.

10. Customer-specific advertising

msgm may show the Customer advertising on the platform. msgm can decide on the advertising it will show to the Customer based on the Customer's data.

11. Intellectual property rights

The content of the services made available by msgm is copyright-protected. The use of, and payment for, services by the Customer does not include assignment of intellectual property rights.

12. Warranty

msgm endeavours to offer highly professional services. msgm accepts no liability for the representations and details contained in information and offers. msgm gives no guarantees as to the results being achieved. It warrants only that it will provide the promised services in accordance with all due diligence customary in the sector.

Neither party to the contract shall violate third-party industrial property or other rights while providing their services. Platforms shall essentially be available to Customers 365 days a year, 24 hours per day. On this basis, msgm guarantees to provide Customers with at least 90% platform availability. The guaranteed availability may, however, be reduced for maintenance and servicing by msgm or its access or hosting provider, provided that Customers have been given timely and advance warning of such a service interruption by email. The guaranteed availability may also be reduced as a result of a failure by a third party to fulfil commitments, or a failure to fulfil them correctly, over which msgm has no control. The Customer accepts that no claims can be made against msgm for damages suffered as a result of business interruptions or malfunctions attributable to third parties.

13. Liability

Any liability on the part of msgm for damages suffered by the Customer as a result of a failure to fulfil contractual obligations, a failure to fulfil them correctly, or a general loss of data, including consequential loss, consequential loss resulting from damage, loss of earnings and third-party claims, is excluded so long as this is legally permitted. Liability for assistants is specifically excluded.

Furthermore, msgm accepts no responsibility for advertisements, text or information published on msgm's website. In particular, it is not obliged to check the advertisements, text or information for

accuracy, quality, legality or availability. msgm cannot be held liable for damages to Customers that is caused by other Customers.

msgm accepts no liability and gives no warranty for its services to Customers where only inadvertent or ordinary negligence is involved. msgm accepts no liability for, and gives no warranty covering, the temporary unavailability of products or failure of individual functionalities.

msgm shall only be liable for damages suffered by Customers due to intentional or gross negligence. It accepts no liability for consequential loss or indirect damages.

14. Final provisions

Severability

Should any individual provisions or parts of these contractual terms and conditions prove invalid or unworkable, this shall not affect the validity of the remainder of the contract agreed by the Parties on the basis of these contractual terms and conditions. In such an event, the Parties shall amend the contract to ensure that the purpose of the invalid or unworkable part is achieved as closely as possible.

Applicable law and jurisdiction

The contract agreed by the Parties on the basis of these contractual terms and conditions shall be governed solely by Swiss substantive law. Jurisdiction shall lie solely with the courts for the registered office of msgm. msgm may, however, sue Customers in another jurisdiction.