

Membership and Terms of Use

Marque Intelligence · Convenience translation — the German version prevails

translation; in case of discrepancy the German-language version is authoritative and prevails. Placeholders in

§ 1 Operator and Scope

„Marque Intelligence“ is a service of IMP InterMediaPartners GmbH, Marienburger Str. 35-37, 42277 Wuppertal, Germany (the „Operator“). These terms govern membership and the use of the members' area, including the content, offerings and services accessible there.

§ 2 Nature of Membership; No Fee

Membership is personal and non-transferable. It is currently free of charge. The Operator may introduce a fee for the future; this applies only with the member's express consent. If the member does not consent, they may terminate the membership; no payment obligation arises without consent. There is no entitlement to admission. The membership is deliberately small and personally vetted.

§ 3 Admission Procedure

Admission requires an application via the designated form. The Operator reviews each application personally; the review may include examining publicly available sources, contacting a reference named by the applicant, a personal conversation and, at the Operator's request, suitable proof of vehicle ownership. The decision is at the Operator's free discretion and is not given reasons.

§ 4 Services

Members receive, subject to availability: access to research publications prior to publication, access to the Ownership Intelligence library, sight of anonymised private sale offers, the option to request personalised sale dossiers, and invitations to events. There is no entitlement to particular content, to brokerage in an individual case, or to a successful sale. The Operator may further develop, change or discontinue content and functions.

§ 5 Confidentiality; Protection of Data and Content

Confidentiality is the central duty of membership. All content of the members' area — in particular sale offers, dossiers, price information, search mandates and the identity of sellers and prospective buyers — is to be treated as confidential and must not be made accessible to third parties.

Members may not use information from the members' area, directly or indirectly, to build their own databases, market analyses or acquisition activities. The automated extraction, analysis or further processing of the content by means of software, AI systems or comparable tools is prohibited.

Sale dossiers are issued exclusively in personalised form and bear the requesting member's name. They are intended solely for that member's own use; any sharing, reproduction or partial distribution — in any form — is prohibited. The confidentiality obligation continues after the membership ends.

§ 6 Channel of Communication and Non-Circumvention; Contractual Penalty

Any contact with sellers or prospective buyers in connection with offers or search mandates takes place exclusively through the Operator. It is prohibited to use information from the members' area to make direct or indirect contact with the other party, or to initiate or conclude transactions circumventing the Operator.

In the event of culpable sharing of a personalised dossier, or circumvention under paragraph 1, the member undertakes to pay a contractual penalty of EUR 5,000 per breach. The assertion of further damages remains reserved. A breach also entitles the Operator to terminate the membership without notice. Commission claims

under a brokerage contract remain unaffected.

§ 7 Standard of Conduct

Members provide truthful information, treat other participants with respect, and refrain from any use of the members' area for extraneous purposes, in particular advertising.

§ 8 Term and Termination

The membership runs for an indefinite period. The member may terminate the membership in text form subject to a notice period of four weeks. The operator may terminate the membership in text form subject to a notice period of four weeks. The right of either party to terminate for good cause without notice — in particular for breaches of §§ 5 to 7 — remains unaffected. Any statutory right of withdrawal of the member remains unaffected by the notice period. Upon termination, access to the members' area ends; §§ 5 and 6 continue to apply.

§ 9 Position of the Operator; Dossier Standard; Liability

In connection with sale offers, the Operator acts exclusively as a broker introducing opportunities and arranging contracts. Purchase contracts come about exclusively between buyer and seller; the Operator becomes neither a party nor takes possession or ownership of vehicles.

Information on vehicles is based on the seller's representations and submitted documents and is labelled in accordance with the Marque Classification Standard (verified / documented / stated / open). The Operator gives no warranty as to condition. Buyers are expressly advised to carry out their own inspection, including independent appraisal.

The Operator is liable without limitation for intent and gross negligence, and for damage arising from injury to life, body or health. For simple negligence, liability is limited to the breach of essential contractual obligations (cardinal obligations), capped at the foreseeable damage typical of the contract.

§ 10 Rights in Content

All rights in the content of the members' area remain with the Operator. Members are granted a simple, non-transferable right of use for their own, non-commercial purposes. Commercial use, reproduction or making available to the public is prohibited.

§ 11 Data Protection

The processing of personal data is governed by the Operator's privacy policy, including the supplement for membership and private brokerage.

§ 12 Changes to These Terms

Changes are effective only if communicated in text form. They are deemed approved if the member does not object within six weeks of receipt; the Operator will draw separate attention to this. Changes affecting essential content (e.g. scope of services or fees) require express consent.

§ 13 Consumer Dispute Resolution

The Operator does not participate in dispute resolution proceedings before a consumer arbitration board (§ 36 VSBG).

§ 14 Final Provisions

German law applies. If the member is a merchant, a legal entity under public law or a special fund under public law, the place of jurisdiction is Wuppertal. Should individual provisions be invalid, the remaining provisions remain unaffected.