General Terms and Conditions (GTC)

of autofox GmbH

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Preamble

These General Terms and Conditions ("**GTC**") govern the use by entrepreneurs of the software-as-a-service platform provided by autofox GmbH ("**autofox**") for the AI-assisted processing of vehicle images and related services ("**Platform**"). They supplement the individual order agreed in each case, which specifies the particular scope of services, the selected product and the agreed terms.

1. Scope

1.1 These GTC apply to all contracts between autofox and its Customers concerning the use of the Platform and the associated services. Any deviating terms and conditions of the Customer shall not form part of the contract unless autofox expressly agrees to their application in text form.

1.2 These GTC are intended exclusively for **entrepreneurs** within the meaning of section 14 BGB who, when entering into the contract, act in the exercise of their trade, business or independent professional activity, as well as legal entities under public law and special funds under public law. **Consumers** within the meaning of section 13 BGB are excluded from using the Platform.

1.3 The contract is concluded either

- online via autofox's website by selecting a product and electronically accepting these GTC,
- by both parties signing a written or digitally signed contract, or
- by implied acceptance of an offer submitted by autofox (e.g. via a digital quotation tool).

1.4 Sanctions exclusion. These GTC do not apply in countries in which provision of the Platform would violate applicable EU or US sanctions, embargo or export-control regulations (in particular Iran, North Korea, Syria, Cuba, Belarus, Russia and other territories subject to sanctions).

2. Subject Matter of the Services

2.1 Platform. autofox provides the Customer with a cloud-based software-as-a-service platform that uses AI-assisted processes to enable the automated processing, enhancement and presentation of vehicle images and 3D representations. The specific scope of functionality is determined by the product selected during onboarding and the corresponding product description in the reseller or customer portal.

2.2 Device and internet access. Use of the Platform requires a suitable device and a functioning internet connection. autofox does not provide any hardware.

2.3 Updates and further development. autofox continuously develops the Platform. Updates, extensions of functionality and improvements are made available under the contract unless expressly designated as a separately chargeable premium feature. autofox is entitled to modify, replace or discontinue individual functions, provided this does not materially impair the principal purpose of the Platform; Clause 7 (Product Discontinuation) remains unaffected.

2.4 Quality of AI processing. The Platform uses automated AI-assisted processes. Minor visual deviations from the original image – in particular in relation to logos, emblems, lettering, material representations, reflections and lighting conditions – may occur as a result of the process and shall not constitute a defect in the Services, provided the essential characteristics of the vehicles depicted are not altered. In processing modes that use generative AI processes (identified as such in the relevant product description; see Clause 3.5(b)), characteristics relevant to the vehicle's condition (e.g. scratches, dents, dirt or signs of use) may also be altered, reduced or removed; this forms part of the functionality of those processing modes and shall not constitute a defect. An accurate representation of the condition of the photographed vehicle is not owed in these processing modes. autofox endeavours to achieve the highest possible processing quality; no specific error rate or level of quality shall be deemed guaranteed.

2.5 Availability. autofox aims to provide monthly Platform availability of **99%**, excluding scheduled maintenance, disruptions outside autofox's control (in particular outages affecting upstream service providers and force majeure) and outages caused by the Customer. Scheduled maintenance will be announced in advance where possible. Short-term disruptions, unscheduled maintenance and the remediation of security issues shall not entitle the Customer to a price reduction, damages or extraordinary termination unless autofox breaches a material contractual obligation.

2.6 Support. Depending on the product selected, autofox provides support by email, live chat and/or telephone. The applicable scope of support is set out in the product description.

2.7 Subcontractors. autofox may use subcontractors to provide the Services (in particular cloud providers and AI services). autofox remains responsible to the Customer for performance of the contract.

3. Customer Obligations

3.1 Lawful use. The Customer shall use the Platform exclusively for lawful business purposes. In particular, the Customer shall refrain from:

- processing content in respect of which it does not hold the necessary rights,
- creating or distributing misleading, deceptive or unlawful content,
- using the Platform to conceal material vehicle characteristics from purchasers,
- attempting to reconstruct, decompile or reverse engineer the Platform or replicate its functionality (to the extent permitted by law).

3.2 Image review. The Customer is obliged to review carefully all images generated by the Platform before publishing or disclosing them. The Customer bears sole responsibility for:

- the substantive accuracy of the images it distributes,
- the consistency of the depiction with the vehicle's actual condition, particularly in processing modes using generative AI processes that may alter or remove characteristics relevant to condition (Clause 2.4) – in this regard, the Customer shall bear in mind that vehicle images may be regarded in legal dealings as representations as to condition,
- the lawfulness of their use (in particular image rights, trademark rights and third-party personality rights),
- compliance with any publication platforms (marketplace terms and conditions, advertising policies, etc.),
- compliance with competition-law and advertising-law requirements.

3.3 Access credentials. The Customer shall keep its Platform access credentials confidential and shall not disclose them to unauthorised third parties. Actions taken through the Customer's access shall be attributed to the Customer.

3.4 Compliance. In using the Platform, the Customer shall comply with all applicable laws, in particular data-protection, competition, advertising, anti-corruption and export-control laws.

3.5 EU AI Act and labelling obligations.

(a) Allocation of roles. The Platform uses AI-assisted processes within the meaning of Regulation (EU) 2024/1689 ("EU AI Act", also the "AI Act"). In this respect, autofox is a provider of an AI system. Where the Customer uses the Platform on its own responsibility to create, publish or disclose outputs, it is the deployer of the AI system within the meaning of the Regulation. The allocation of roles in any individual case may depend on the specific use, the product configuration and the legal interpretation. Each party is independently responsible for the obligations imposed on it by the Regulation.

(b) Differentiated treatment of outputs. The Platform provides different products and processing modes that are subject to different legal classifications:

- Outputs that contain content generated by generative AI or substantially manipulated content (e.g. synthetically generated backgrounds, AI-generated showroom environments, AI-generated shadows or reflections) may qualify as AI-generated or manipulated content under Article 50 of the EU AI Act and may trigger corresponding labelling obligations.
- Outputs based solely on physics-based rendering, deterministic image processing or pure optimisation of the original image without synthetic elements generally do not fall within Article 50.

autofox identifies in the Platform and in the relevant product descriptions the category to which each processing mode is assigned. This classification is made to the best of autofox's knowledge but may change as a result of interpretations of the Regulation by supervisory authorities or courts. autofox does not make any legally binding determination regarding the labelling obligation in any individual case.

(c) Customer obligations. The Customer is obliged to:

- assess, before each publication or disclosure of images created through the Platform, whether they are subject to a labelling obligation under Article 50 of the EU AI Act or other applicable provisions,
- apply any required labels – both machine-readable and visible – on its own responsibility,
- comply with all supplementary requirements of publication platforms (online marketplaces, advertising platforms and social media) when using outputs that are subject to labelling obligations,
- train and raise awareness among employees who work with the Platform regarding the AI Act and, in particular, the labelling obligations (the AI-literacy obligation under Article 4 of the EU AI Act).

(d) Technical support. As part of the Platform, autofox provides technical means that allow the Customer to apply labels (e.g. watermarks, metadata tags and notices). The Customer is responsible for activating and actually using these means. autofox does not itself automatically apply any visible label to the output unless this is expressly included in a product selected by the Customer.

(e) Indemnity. The Customer shall indemnify autofox against lawfully imposed fines, third-party claims and costs to the extent that they arise because the Customer has culpably failed, in whole or in part, to comply with its labelling and use obligations under this Clause. autofox shall notify the Customer without undue delay of any claims asserted and provide the Customer with a reasonable opportunity to defend them. autofox's own obligations as a provider under the EU AI Act remain unaffected.

(f) Copyright notice. The Customer acknowledges that, under current law, purely AI-generated image content may enjoy no copyright protection or only limited copyright protection in many jurisdictions. autofox gives no guarantee as to the copyrightability of outputs created through the Platform.

4. Prices, Payment and Price Changes

4.1 Prices. The applicable prices are set out in the offer accepted during onboarding or in autofox's price list in effect on its website at the time of the order. All prices are net of applicable value added tax.

4.2 Advance payment. All Services are invoiced **in advance** for the period selected in each case (monthly subscription: monthly; annual subscription: annually; prepaid: once upon ordering).

4.3 Payment term. Unless otherwise agreed, invoices are due without deduction within 14 days of the invoice date. In the event of late payment, autofox is entitled to suspend access to the Platform until payment has been received in full. The Customer shall bear reminder and debt-collection costs in accordance with statutory provisions.

4.4 Payment processing. Payments are made directly through autofox or through authorised payment service providers (e.g. Stripe).

4.5 VAT ID for EU Customers. Customers established in an EU Member State are obliged to provide their valid VAT identification number when entering into the contract. Otherwise, autofox is entitled to charge German value added tax.

4.6 Price changes. autofox may change its prices by giving at least **6 weeks'** notice in text form. In the event of a price increase, the Customer has a **special right of termination**: within 4 weeks after receipt of the notice, it may terminate, with effect from the date on which the increase takes effect, all orders affected by the increase that have not yet commenced or that may be renewed by the effective date. If the Customer exercises the special right of termination in due time, the affected order shall end when the price increase takes effect; the previous prices shall continue to apply until that time. Periods already paid in advance remain subject to the original terms.

5. Subscriptions, Prepaid and Top-Ups

5.1 Two product options. The Services may be purchased in two forms:

- **Prepaid:** one-off purchase of a fixed volume of credits at a fixed price.
- **Subscription:** ongoing purchase with automatic renewal. A monthly or annual period may be selected when the contract is concluded.

5.2 Automatic renewal. Subscriptions automatically renew at the end of the paid period for a further period of the same length (1 month or 12 months) unless terminated before the end of the period.

5.3 Termination of subscriptions. The Customer may terminate a subscription **at any time** in text form (by email to support@autofox.ai or through the account function in the Platform, where available). Termination takes effect at the end of the period already paid for. There is no notice period extending beyond the paid period and no minimum commitment. No pro rata refund is made for a period already paid for.

5.4 Change of period length. If, during the contractual relationship, the Customer wishes to change from a monthly subscription to an annual subscription (or vice versa), the change will take effect at the end of the period currently paid for. The existing subscription expires in the ordinary course and the new subscription then starts without interruption.

5.5 Prepaid credits. Purchased prepaid credits are valid for **24 months** from the date of purchase, provided the Customer's account remains active. The 24-month validity period is not extended by partial use or by the purchase of additional credits; the validity of each credit purchase is calculated separately from its respective purchase date. Upon termination of the contractual relationship, the following applies to unused prepaid credits:

- **Ordinary termination by the Customer:** the credits remain available for use until their original 24-month validity period expires or until the account is deleted, whichever occurs first. The Customer may postpone deletion of its account in order to use any remaining credits.
- **Extraordinary termination by autofox for cause attributable to the Customer (Clause 6.3):** the credits expire immediately when termination takes effect, without any refund.

- **Product discontinuation by autofox (Clause 7):** the reimbursement or migration arrangement in Clause 7 applies.
- **Closure of the account at the Customer's request:** upon deletion of the account, any remaining credits expire without a refund; the Customer will be informed of any remaining credits before final deletion.

5.6 Subscription credits. Under a subscription, the purchased quantity of credits is made available for each paid period. These subscription credits expire at the end of the period in which they were made available and cannot be carried forward to the next period.

5.7 Top-Up. If actual use under a subscription exceeds the quantity purchased for the period, the Customer may add top-up credits at any time at the then-current list price.

6. Contract Term and Termination

6.1 Commencement and term. The contract enters into force upon electronic acceptance of these GTC (online) or upon signature by both parties (offline) and is concluded for an indefinite term.

6.2 Termination by the Customer. The Customer may terminate the contract and all current subscriptions at any time in accordance with Clause 5.3. The contract terminates automatically once all subscriptions have expired and all prepaid credits have been used in full.

6.3 Extraordinary termination by autofox. autofox may terminate the contract and all ongoing Services for cause **with immediate effect and without refund**, in particular in the event of:

- a material breach of contractual obligations by the Customer (e.g. repeated unlawful use or a breach of Clause 3),
- payment default continuing for more than 30 days despite a reminder,
- refusal to open insolvency proceedings in respect of the Customer's assets due to insufficient assets,
- serious acts by the Customer that are objectively capable of materially damaging autofox's reputation, in particular unlawful, fraudulent or misleading use of the Platform.

6.4 Consequences of termination. Upon termination of the contractual relationship, all of the Customer's rights to use the Platform cease. The Customer has 30 days to export existing data; thereafter, the data will be deleted in accordance with the Data Processing Agreement (DPA annex). Payment obligations that have validly arisen remain in effect. Unused prepaid credits are governed by the rules in Clause 5.5, differentiated according to the type of termination.

7. Product Discontinuation

autofox may discontinue individual products or functions of the Platform or replace them with successor products. Discontinuation will be announced in text form at least **3 months** before it takes effect.

- **Current subscriptions** for a discontinued product will continue to be serviced as normal until the end of the period already paid for and will not be renewed thereafter.
- **Unused prepaid credits** for a discontinued product will be reimbursed to the Customer at their original purchase price unless the Customer can migrate them to a comparable successor product within a reasonable transition period.

8. Liability

8.1 autofox has unlimited liability to the Customer in cases of intent and gross negligence, for injury to life, limb or health, where an express guarantee has been given and under mandatory statutory bases of liability (e.g. the German Product Liability Act).

8.2 In cases of slight negligence, autofox is liable only for breach of a **material contractual obligation** (cardinal obligation – i.e. an obligation whose performance is essential to the proper performance of the contract and on compliance with which the Customer regularly relies and may rely). This liability is limited to the loss typically foreseeable when the contract was concluded.

8.2a Maximum liability. In the event of a slightly negligent breach of material contractual obligations, autofox's liability is limited to the net fees paid by the Customer in the twelve (12) months preceding the event giving rise to the loss, but in any event to no less than EUR 10,000. This limitation of liability does not apply in the cases set out in Clause 8.1 (intent, gross negligence, life/limb/health, guarantee and mandatory statutory liability).

8.3 In the event of an ordinarily negligent breach of non-material contractual obligations, liability for indirect loss, loss of profit, unrealised savings and consequential loss is excluded. In the event of a breach of material contractual obligations, only the limitations in Clauses 8.2 and 8.2a apply; in this respect, there is no further exclusion of individual categories of loss. Liability for loss of Customer data is governed by Clauses 8.1 to 8.2a and is not further limited by sentence 1.

8.4 Image deviations and alterations. autofox is not liable for minor visual deviations of processed images from the original within the meaning of Clause 2.4, nor for alterations, reductions or removals of condition-relevant characteristics that result from the intended operation of processing modes using generative AI processes within the meaning of Clause 2.4. In accordance with Clause 3.2, the Customer is responsible for reviewing images before publication – including assessing whether the depiction accurately reflects the vehicle's actual condition. Clause 8.5 applies to third-party claims arising from misleading use.

8.5 The Customer shall indemnify autofox against justified third-party claims to the extent that they arise from a culpable breach of obligation attributable to the Customer, in particular from unlawful use of images created through the Platform, infringement of third-party image rights or personality rights, or misleading use. autofox shall inform the Customer without undue delay of any claims asserted and provide the Customer with a reasonable opportunity to defend them. The Customer shall bear autofox's reasonable legal defence costs to the extent that the claims are justified.

9. Data Protection and Processing on Behalf of the Customer

9.1 Processing on behalf of the Customer. To the extent that autofox processes personal data on behalf of the Customer in connection with the Platform, such processing is carried out on the basis of the **Data Processing Agreement (DPA)** pursuant to Article 28 GDPR, which forms an annex to and an integral part of this contract. The DPA is incorporated together with these GTC when the contract is concluded; the Customer may access and save it before entering into the contract.

9.2 Roles. The Customer is the controller within the meaning of the GDPR for personal data entered into the Platform; in this respect, autofox is the processor. The details – in particular the nature and purpose of the processing, technical and organisational measures, sub-processors, third-country transfers, deletion and audit rights – are governed by the DPA.

9.3 Precedence. In the event of any conflict between these GTC and the DPA, the DPA takes precedence in data-protection matters.

9.4 Processing as controller. The processing of personal data by autofox as controller in its own right (e.g. for account administration, billing, support, sales and security purposes) is governed by autofox's privacy policy, which is permanently available on autofox's website.

10. Use of Images for Model Improvement (Opt-In)

10.1 Principle: no use without authorisation. autofox does **not** use the original images entered into the Platform by the Customer or the generated output images for its own purposes outside performance of the contract – in particular, not for training, further development or validation of its own AI models – unless the Customer expressly authorises such use (opt-in during onboarding or in the account settings). Authorisation is voluntary, independent of the provision of the Services and may be withdrawn at any time with effect for the future.

10.2 Obligations where authorisation has been granted. If autofox makes use of an authorisation granted, autofox undertakes to pseudonymise images before using them for model purposes to the extent technically possible (in particular by automatically obscuring vehicle registration plates and identifiable persons), not to disclose them to publicly accessible third-party training datasets and, following withdrawal, not to use them further for model purposes. The data-protection details of this processing (purposes, legal basis, retention period and method of withdrawal) are set out in autofox's privacy policy.

10.3 Marketing use. Any use beyond this (e.g. naming the Customer as a reference or use for advertising and marketing) requires the Customer's separate consent on a case-by-case basis.

11. Intellectual Property

11.1 All rights in the Platform, its software, algorithms, models, designs, trademarks and documentation remain exclusively with autofox or its licensors. The Customer is granted a non-exclusive, non-transferable and non-sublicensable right of use to the extent provided for in this contract.

11.2 All rights in the original images entered into the Platform by the Customer and in the output images generated from them remain with the Customer (or vest in the Customer). autofox is granted a non-exclusive right of use limited to the term of the contract to the extent necessary to provide the contractual Services. The extended right of use under Clause 10 remains subject to the Customer's consent.

11.3 The Customer warrants that it holds all rights in the images entered that are required for processing in accordance with the contract. Clause 8.5 applies to the indemnification of autofox in the event of a breach of this warranty.

12. Confidentiality

Each party shall treat as confidential any non-public information of the other party to which it gains access in connection with this contract and shall use such information exclusively for performance of the contract. The confidentiality obligation continues for a period of 5 years after the contract ends; it continues indefinitely for information qualifying as a trade secret within the meaning of the German Trade Secrets Act (GeschGehG). Exceptions apply to publicly known information, independently developed information and disclosures required by law.

13. Assignment of the Contract

13.1 autofox may transfer rights and obligations under this contract to a third party (e.g. in connection with a sale of the company or a group reorganisation). The transfer becomes ineffective if the Customer objects in text form within 4 weeks after notification; autofox shall draw attention to this in the notice.

13.2 The Customer may transfer the contract only with autofox's prior consent in text form. In the event of a sale of the Customer's business, a merger or a comparable reorganisation of the Customer, autofox must be informed without undue delay.

14. Amendments to these GTC

14.1 autofox may amend these GTC by giving at least **4 weeks'** notice in text form where there is an objective reason for doing so (e.g. changes in legal requirements, further development of the Platform or adaptation to new technical or regulatory standards). The general authority to make amendments under this Clause does **not** extend to material primary performance obligations, prices or the parties' core obligations. These may be changed only by means of the procedure under Clause 4.6 (Prices) or with the Customer's individual consent.

14.2 Right to object. The Customer may object to the amendment in text form within **4 weeks** after receiving the notice. If the Customer does not object, the amendment is deemed accepted. autofox shall draw attention to this consequence in the notice. If the Customer objects in due time, the contract continues on the previous terms. In this case, autofox may ordinarily terminate the contractual relationship in accordance with Clause 6.

14.3 Amendments required by mandatory statutory provisions take effect without a right to object. Price changes are governed exclusively by Clause 4.6.

15. Final Provisions

15.1 Governing law. This contract is governed by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and conflict-of-laws rules.

15.2 Dispute resolution (hybrid clause).

(a) Customers established in the EU or EEA. If the Customer is established in a Member State of the European Union or the European Economic Area, the courts of **Stuttgart** have exclusive jurisdiction over all disputes arising out of or in connection with this contract. Regulation (EU) No 1215/2012 (Brussels Ia) remains unaffected.

(b) Customers established outside the EU/EEA. If the Customer is established outside the European Union and the European Economic Area, all disputes arising out of or in connection with this contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by one (1) arbitrator. The seat of arbitration is **Zurich, Switzerland**. The language of the proceedings is English. The law governing the arbitration agreement is Swiss law.

(c) Interim relief. Irrespective of paragraphs (a) and (b), either party may apply to a competent state court for interim or provisional relief.

(d) Order for payment proceedings. The German order-for-payment procedure (sections 688 et seq. of the ZPO) remains available for undisputed monetary claims.

15.3 Text form. Where this contract or mandatory law requires text form, electronic transmission by email or comparable electronic communication is sufficient. A handwritten signature is not required unless a stricter form is prescribed by law.

15.4 Severability. If any provision of this contract is invalid or unenforceable, the validity of the remaining provisions remains unaffected.