

**Terms of use of digital marketing material of MEYLE AG**

1. MEYLE AG, Merkurring 111, 22143 Hamburg, Germany, provides its customers with digital marketing material based on the following terms and conditions. In future, this is regardless of whether or not the customer re-acknowledges or re-accepts these terms and conditions in every individual case.
2. The digital marketing material can comprise anything that MEYLE AG provides to support sales of the products of MEYLE AG such as, but not limited to, product images, product information, lifestyle images, videos, text and drawings.
3. The customer shall only use digital marketing material that he/she has received or will receive from MEYLE AG in direct connection with products of MEYLE AG.
4. The digital marketing material shall be provided to the customer free of charge.
5. If and in so far as the customer wishes to change/modify/redesign the digital marketing material, this requires the approval of the marketing department of MEYLE AG (email in a sufficient format) prior to the publication of the material in each individual case.
6. In some cases, the digital marketing material might be subject to certain supplementary terms of use. MEYLE AG shall always provide the customer with the supplementary terms of use in advance or as it provides the digital marketing material. For example, the supplementary terms of use might comprise intended applications, limited periods of use or licence requirements on the part of the customer (the list is non-exhaustive).
7. The customer must comply with the terms of use and the supplementary terms of use. If this is not the case, the customer is liable towards MEYLE AG for the resulting damage and, if prompted to do so, shall indemnify MEYLE AG against all resulting claims, including the costs of any legal defence.
8. MEYLE AG can terminate the use of the digital marketing material by the customer at any time in writing, with a notice period of three months to the end of a month. The customer undertakes to discontinue use upon the expiry of the deadline and erase or destroy the digital data in its possession, along with the material created using the data. The customer shall provide MEYLE AG with written confirmation of the discontinued use and erasure/destruction within 14 days of the expiry of the deadline.
9. The customer is not entitled to transfer the digital marketing material to third parties. Any third parties can submit a request for the material to MEYLE AG directly.
10. MEYLE AG provides no guarantee or warranty in connection with the digital marketing material. If claims for damages are filed against MEYLE AG, this duty to pay damages only applies in cases of ordinary negligence in the event of injury to life, limb or health or the breach of a material contractual duty. In cases of gross negligence or intent, all losses must be reimbursed.
11. The person declaring to MEYLE AG that these terms of use are applicable is entitled to do so on behalf of the customer.
12. This agreement is exclusively subject to German law excluding the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes arising from this agreement is Hamburg. MEYLE AG is also entitled to file lawsuits against the customer at the place of residence of the customer.
13. No verbal collateral agreements have been made. Amendments and supplements to this agreement must be made in writing in order to be effective; this written form requirement cannot be waived verbally.
14. If any provision of this agreement should be or become ineffective, this does not affect the effectiveness of the remaining provisions. The ineffective provision shall be replaced by a Terms of use provision that the parties would have agreed upon in good faith given its original economic purpose. The same applies if this agreement should prove to contain a loophole.