



Beta Product - Marketplace

Terms and Conditions

Marketplace includes certain features that help enable participating merchants and Technology Providers (i) to display, facilitate the sale, lease or rental of, and/or sell, lease or rent products and services to users of the Facebook Services via listings (“Listings”), and (ii) to communicate with and allow users of the Facebook Services to contact the merchant regarding Listings (including without limitation through Messenger or a lead generation feature (“Lead Feature”).

You wish to participate in the beta testing of the Marketplace beta features that we make available to you in accordance with these Terms and Conditions. You may be using such Marketplace beta features as a merchant or as a Technology Provider. “Technology Provider” means a business that accesses or uses a Facebook Service as a technology provider to its customers (e.g., to provide an App to enable its customer to directly access and use Facebook Services for such customers' own purposes).

1. **General Terms:** You agree that our [Beta Product Testing Terms](https://www.facebook.com/legal/BetaProductTestingTerms) (currently available at <https://www.facebook.com/legal/BetaProductTestingTerms>) apply to your testing and use of the Marketplace beta features we make available hereunder. For clarity, the [Beta Product Testing Terms](https://www.facebook.com/legal/BetaProductTestingTerms) include without limitation our Terms (currently available at <https://www.facebook.com/legal/terms> or any successor terms we may make available, including at: <https://www.facebook.com/legal/terms/update>). For further clarity, the Marketplace beta features we make available hereunder are each deemed a “Beta Product” under the [Beta Product Testing Terms](https://www.facebook.com/legal/BetaProductTestingTerms). Since this is a beta, we may change the Beta Product name in our sole discretion. Terms not otherwise defined herein have the meaning given in the [Beta Product Testing Terms](https://www.facebook.com/legal/BetaProductTestingTerms). These terms and conditions are our Confidential Information under the [Beta Product Testing Terms](https://www.facebook.com/legal/BetaProductTestingTerms). In the event of any conflict between these Terms and Conditions and our [Beta Product Testing Terms](https://www.facebook.com/legal/BetaProductTestingTerms), these Terms and Conditions will govern, solely with respect to your testing and use of the Beta Product hereunder, and solely to the extent of the conflict.
2. **Product Terms:** As used in the [Beta Product Testing Terms](https://www.facebook.com/legal/BetaProductTestingTerms), the Product Terms for the Beta Product as of the date below are as follows:
 - a. You agree to follow any instructions we include in our technical documentation, currently available at <https://developers.facebook.com/docs/> or as may otherwise be made available to you prior to being made available online. This may include making your APIs or other features available to us per the service levels, support, and other requirements in the applicable technical documentation.
 - b. You agree to our [Facebook Commerce Product Merchant Agreement](https://www.facebook.com/legal/commerce_product_merchant_agreement) (currently available at https://www.facebook.com/legal/commerce_product_merchant_agreement). For clarity, Marketplace is a “Merchant Commerce Feature,” and any data, content or other information you provide to or otherwise make available to us in connection with your use of Marketplace (including any Listings) are “Product Listings” under the [Facebook Commerce Product Merchant Agreement](https://www.facebook.com/legal/commerce_product_merchant_agreement). Your provision of any such Product Listings is deemed part of your use of Marketplace. You agree that you have the necessary rights to provide any such Product Listings to us and to grant the licenses set forth in the [Facebook Commerce Product Merchant Agreement](https://www.facebook.com/legal/commerce_product_merchant_agreement).
 - c. You agree to comply with our [Platform Policy](https://developers.facebook.com/policy/) (currently available at <https://developers.facebook.com/policy/>). Note that certain policies are whitelisted. By continuing to access or use the Platform feature after the whitelisted policies are made available to you, you agree to be bound by them.
 - d. If you implement, or have previously implemented, any Facebook Tools (as defined in our standard terms, currently available at: <https://www.facebook.com/customaudiences/app/tos>, or any successor terms we may make available, including at: https://www.facebook.com/legal/technology_terms), you acknowledge that our standard terms apply in connection with Marketplace, including for Marketplace optimization.
 - e. You will not charge your customers for the use of Marketplace. The foregoing does not prevent you from charging for any of your other products and services unrelated to your use of Marketplace (e.g., to generally use your listing services). You will not discriminate against potential or actual transactions on the basis that they are in connection with Marketplace or Facebook.
 - f. Notwithstanding that you may engage in business activity that is covered by industry regulations, including with respect to your role under these Terms and Conditions, we are not engaged in any such activity, and you acknowledge and agree that we are not responsible for your obligations under such regulations.
 - g. **Lead Feature.** If you use a Lead Feature that we make available to you hereunder, you also agree to comply with the following:
 - i. “Lead Data” means the information that a user of the Facebook Services elects to send to you through the Lead Feature, which may consist of such user’s email address and any additional user information.
 - ii. Solely to the extent permitted under your privacy policy, these Terms and Conditions and applicable laws, rules and regulations, we are not restricting you from (x) using Lead Data to fulfill the purpose for which the Lead Data was collected as described to the user at the point of collection

(i.e., to contact the applicable user (including to provide a quote) for the specific Listing for which the Lead Data was provided), or (y) transferring Lead Data to the applicable Listing Owner; in each case to fulfill the purpose for which the Lead Data was collected as described to the user at the point of collection. You may not use or transfer the Lead Data except as permitted above. Without limiting the foregoing, you may not sell Lead Data under any circumstances. In the event you share Lead Data with the applicable Listing Owner as permitted hereunder, you do so solely at your own risk and you will ensure that any such Listing Owner complies with these terms and all applicable laws, rules and regulations. "Listing Owner" means the entity or individual that owns the Listing on your service.

iii. You may not augment, commingle, or supplement such Lead Data with any other data from any other Listing Owner or third party.

3. **Technology Providers:** If you are using a Beta Product feature as a Technology Provider, you also agree to comply with the following:

a. Obtain valid consent before acting on the customer's behalf, including publishing to Marketplace on their behalf.

b. **Data Collection and Use (for data obtained in connection with Marketplace):**

i. Use data solely to support the applicable customer's use of Marketplace (i.e., only to provide services related to Marketplace to that customer and not for your own business purposes).

ii. Don't use data to build or augment user profiles.

iii. Delete all of a customer's data if that customer asks you to or if you stop providing services for that customer, unless you are required to keep it by law, regulation or separate agreement with us.

iv. Don't share data you receive from us with a customer unless it is necessary to complete the transaction for which you received the data.

4. **Business Terms:**

a. These Terms and Conditions will continue until terminated as permitted below. These Terms and Conditions may be terminated (i) by us at any time, and (ii) by you upon at least ninety (90) days' prior written notice to us.

b. You will use commercially reasonable efforts to obtain certain conversion data requested by us for leads driven from Marketplace, including at a minimum whether such leads result in a scheduled appointment or sale, lease or rental ("**Conversion Data**"). You will provide any Conversion Data that you obtain to us on a daily basis. You hereby grant, and agree you have the right to grant, us and our affiliates a perpetual, non-exclusive right to use and exploit the Conversion Data you provide us for any purpose, without any right to compensation from us.

I accept the terms and conditions*	Checked
Date	05/01/2018
Full Corporate Name ("Company")*	Mobility Trader GmbH
Name*	Markus Kroeger
Title*	CEO
Email Address*	markus.kroeger@hey.car
Corporate Address 1*	Rosenthaler Str. 42
Corporate Address 2	
Corporate Address 3	
Corporate Address 4	
City*	Berlin
State/Province*	Berlin
Postal Code (Zip)*	10178
Company Country*	Germany

By clicking "I Agree" below, you accept and agree to be bound by the terms and conditions above. If you are clicking "I Agree" on behalf of a corporation or other legal entity, you represent and warrant that you are an authorized representative of such corporation or entity with the authority to bind it to the terms and conditions above.