

General Terms and Conditions

www.F-Register.com

a service provided by

même si-GmbH

Dammstrasse 3, CH-8953 Dietikon

-called provider below-

§1 - area of application, definitions

(1) The general terms and condition as listed below apply to the business relationship between the provider and the user of www.F-Register.com. The relevant version of the general terms and condition is the version effective when the user is visiting www.F-Register.com. Deviated terms and conditions initiated by the user are not valid as long as the provider has not agreed on these explicit and in written from.

(2) The user is a consumer as long as the ordered services are not associated to his commercial business or his business as a self-employed person. Contractor is any individual or legal person or any non-incorporated firm being capable of holding rights who is exercising a commercial business or his business as a self-employed person when entering the relationship with www.F-Register.com.

§2 - subject matter of the contract

The Provider offers access to a comprehensive range of information and data about the auto brand Ferrari, amongst others access to a database of Serial Numbers as used for the book "Ferrari Serial Number Manual 1947 -2007". The website offers information free of charge and information with cost. Using information with cost requires the user's registration and payment.

Information with cost:

- a) access to the complete database of Serial-Numbers, updated frequently, with search function, Sorting function and filter options
- b) access to combined updates to the database and the archive of updates
- c) access to written reports about automotive events including Serial Numbers
- d) access to a virtual edition of the book "Ferrari Serial Number Manual 1947 -2007"

e) option to receive the updates in printed form against reimbursement of costs

Access to the information with costs generally requires the user's registration and payment of the subscription fee.

§3 – license agreement, registration

(1) By using www.F-Register.com the user agrees to this area of application, independent of being a registered user or not.

(2) Registration, allowing access to the full functionality of www.F-Register.com, is with costs. By registering and payment of the subscription fee to www.F-Register.com the user places a binding application for a license agreement with www.F-Register.com. Before transmitting the application the user has the option to review and to change entered data to avoid or correct type errors. However, the application can only be transmitted if the user activates the checkbox "I have read the area of application and agree to these." to accept the area of application and to include this information in his application.

(3) The provider will provide the user with a confirmation of receiving the application by e-mail in a printable format. The confirmation, provided automatically, is for information only and does not imply the acceptance of the user's application. The license agreement is becoming valid after the provider's written declaration of acceptance that will be sent in a separate e-mail or by the provider's activation of the user's account. However, the user has no claim of entering a license agreement. The provider has the right to inform the user with five days if he rejects his application for a subscription without naming a reason.

(4) The registration data will be recorded by the provider but will be available online limited only. The confirmation of registration will contain all significant data for the log-in. Furthermore, the user has the option to print the area of application, the license agreement and all data entered using the print-option within the user's browser or save it via the user's browser.

§4 – fees, payment arrangements

(1) The annual subscription fee for registered access is 25 sfr incl. VAT, payment shall be due immediately. The user shall use paypal for his payment. The subscription is not prolonged automatically. The user will be informed by e-mail about his expiring subscription within the last quarter of the subscription-period.

Purchase prices for and availability of the book "Ferrari Serial Number Manual 1947 -2007" and the updates, called Supplements, are given within the subscribers' section.

(1a) – fees, payment arrangements for the period from January 1st 2018 to December 31st 2018

The subscription fee for registered access is

25 sfr incl. VAT for subscriptions entered until June 30th 2018

20 sfr incl. VAT for subscriptions entered from July 1st 2018 until October 31st 2018

25 sfr incl. VAT for subscriptions entered from November 1st 2018 until December 31st 2018,

payment shall be due immediately. The user shall use paypal for his payment. All subscriptions will be terminated on December 31st 2018 11:59 pm.

(2) If the collection procedure of the subscription fee fails, the user shall pay the provider's additional costs as well as a default interest of 5 % above the European Central Bank's base rate. The user's liability for the payment of default interest does not exclude the provider's claim of further damage for delay.

§5 - right of detention

The user has the right of detention only, if the counterclaim is based on the same contractual relationship.

§6 - defects liability

(1) The provider points out that his server is connected to the internet via system architecture of high complexity. The system resources layout will provide an annual average availability of at least 95 %. The provider points out that restrictions or interference may occur that are out of the provider's sphere of influence. This applies especially to action by not authorized third parties, technical conditions of the internet out of the provider's sphere of influence as well as interruption by Acts of God.

(2) The provider performs regular maintenance to assure the security of the website. The maintenance may lead to temporary restriction of access or unattainability of the website.

(3) The provider assures that all data and information provided has been collected and researched with highest accuracy. The provider excludes all guarantee claims regarding the correctness and completeness of the data and information provided. This does not affect the liability regarding §7.

§7 - liability of the provider towards the user

(1) The provider has an unlimited liability for claim for damages to the user related to the usage of F-Register.com for loss of life, bodily injury or damage to the health or for intent or gross negligence for a culpable breach of major contractual obligations or breach of other duties. This also applies to breach of the duties described above by a legal representative or a vicarious agent of the provider respectively. Major contractual obligations are obligations that are needed to execute the intent of contract.

(2) If the breach of major contractual obligations is caused by simple negligent violation, the provider will only be liable for the contract-typical, foreseeable damages, unless the user's claims for compensation are related to loss of life, bodily injury or damage to the health.

(3) The restrictions to articles (1) and (2) apply in the favour of legal representatives or vicarious agents of the provider respectively, if the claims are asserted against legal representatives or vicarious agents of the provider directly.

(4) The product liability laws remain untouched by the preceding rules.

(5) Otherwise, the provider excludes all liability for damages.

§8 - obligations of the user

(1) If the user acts as an individual he assures to be of age and that he is fully capable to contract with the registration. Business companies and associations are obliged to verify their business or their association activity on the provider's request with relevant documentation.

(2) The user undertakes to always provide the provider with accurate information. It is expressly forbidden to the user to provide any information that is violating the following laws: trade mark laws, patent laws, copyrights or the rights of personality. The user especially undertakes to respect the car owner's privacy. The user will indemnify the provider against third party claims that result from an infringement or any breach of the agreement by the user; in any case of dispute the user will bear full responsibility for all costs associated with all necessary legal defenses. The provider reserves the right to delete any content that breaches the obligations mentioned above immediately and the provider reserves the right to suspend the user's account without prior warning.

(3) Any information and data provided to the user by the provider on F-Register.com, by private messages or e-mails are subject to the exclusive copyright and right of use of the provider. The user is not allowed to copy, to use and to collect these information and data or make it available for public

consultation without the provider's explicit written permission. The provider reserves the right to suspend the user's account without prior warning in any case of breach of the obligations mentioned above.

(4) The user is, in particular, obligated to keep access data and password secret, store it carefully and securely from the access of unauthorized persons and protect it from misuse and loss. Furthermore, the user is under an obligation to the provider immediately if there are grounds to believe that a membership account has been misused or there is risk of this.

§ 9 - user's right of revocation

right of revocation

The user can revoke its contract declaration in written form -by letter only- within two weeks without specifying any reasons. The period begins upon receipt of this notification in writing, this period shall not commence before the conclusion of the relevant contract and not before performance of the provider's duty of information corresponding to article 246 § 2 in conjunction with § 1 para. 1 and 2 EGBGB, as well as our duties under the term of § 312e para. 1 clause 1 BGB in conjunction with article 246 § 3 EGBGB. To the maintenance, the timely dispatch of the retraction suffices the retraction period.

The cancellation is to be addressed to:

même si-GmbH

Dammstrasse 3, CH-8953 Dietikon

info@memesi-gmbh.com

consequences of revocation

in the case of an effective revocation the mutually received benefits are to be returned and if so derived profits are to be returned. In case the user is unable to reimburse the provider either in total or partially for services received, the user is required to offer a compensation of equal value. In some cases, the User may be required to fulfill the contractual payment responsibilities for the period of time up until the revocation. Commitments for refunding payments have to be fulfilled within 30 days. This period starts with the arriving of the revocation.

special notes

The user's right of revocation expires early if, at the user's express request, the contract is fully performed by both parties before the user has exercised his right of revocation.

§10 - contract period, termination

(1) the license agreement for the subscriber's access has a defined maturity of 12 months to the extent that the parties have not agreed anything to the contrary. The contract ends upon expiry of the subscription period. The subscription will not be prolonged automatically. Ordinary termination of the contract before expiry of the subscription period is hereby excluded.

(2) Both contract parties are entitled to an extraordinary cancellation. An important reason shall particularly exist if content provided by the user would violate applicable law and/or offends common decency.

§11 - note on data processing

the provider collects data from the user necessary for the execution of the contract. The provider considers the applicable data protection legal regulations, especially the Federal Data Protection Act and the German Telemedia Act. Without the consent of the consumer, the provider shall only collect, process and utilise the user's basic and use information insofar as this is required for administering and processing the contractual relationship and for the use of and invoicing for teleservices.

§12 - final provisions

(1) Contracts concluded between the provider and the user shall be governed by the law of the German Federal Republic. The agreement on the applicable law applies only to customers if the protection isn't revoked explicitly by laws of the state in which the consumer has his habitual residence. The contract language is German.

(2) Insofar as the user is a merchant, a special public separate estate, or a legal person in the sense of the public law, the registered office of même si-GmbH is the exclusive place of jurisdiction for all disputes resulting from the contract or these general terms and conditions. The provider's capacity to appeal to another court of jurisdiction remains thereby unaffected.

(3) Even if an individual provision of the contract has been or becomes invalid, the remaining provisions shall remain valid.

-END OF GENERAL TERMS AND CONDITIONS-

The provider's legal notes/imprint

même si-GmbH

Dammstrasse 3, CH-8953 Dietikon

Service phone: +49 176 386 625 03

info@memesi-gmbh.com

NOTICE OF CONFIDENTIALITY

The provider attaches the utmost importance to the protection of the user's privacy as a visitor to F-Register.com. Data provided by the user shall only be collected, processed and used in so far as this is necessary and will be treated confidentially. The data will be used with strict adherence to the current legal data protection.

WHAT PERSONAL DATA WILL BE COLLECTED AND PROCESSED?

Personal data are individual information on personal or property aspects of a certain or a certain natural person. No personal data is collected, processed and used by accessing F-Register.com. Personal data are recorded only and stored locally if these data are required for the processing of contracts. The elicitation is solely based on the information the user has made available.

WHAT NON-PERSONAL DATA WILL BE COLLECTED AND PROCESSED?

Non-personal data is data about usage and service operation that is not associated with a specific personal identity. The web site collects and analyzes data for improvement and to personalize the following non-personal data: type of browser and the browser version, the ip-adress, date and time of the service request. This website uses cookies.

HOW WE USE YOUR INFORMATION

Collected personal data is required for the processing of contracts and will be deleted after the processing of contracts and the statistical analysis immediately. Non-personal data is collected for improvement and to personalize the website and will be deleted after processing statistical analysis immediately as well. The provider assures that non-personal data will not be aggregated with other data at any time. In no case collected data will be sold to third parties or will be provided to any third party for other reason than being required for the processing of contracts.

HOW WE PROTECT YOUR INFORMATION

F-Register.com will take all measures which are economically reasonable, technically possible and proportionate to rule out the unauthorized access by third parties and will take care to constantly keep the services up to date with the latest technology. The user has the right to request information about his personal data collected via info@F-Register.com.

FACEBOOK-PLUGINS

The provider draws the user's attention to the fact, that F-Register.com uses Facebook-Plug-ins. Facebook is a social media-platform of Facebook Inc., Menlo Park, CA, USA. The user can look up further notice of confidentiality with detailed information about personal data that is collected, processed and used by Facebook by visiting www.facebook.com/policy.php.

TWITTER-PLUGINS

The provider draws the user's attention to the fact, that F-Register.com uses Twitter-Plug-ins. Twitter is a social media-platform of Twitter Inc., San Francisco, CA, USA. The user can look up further notice of confidentiality with detailed information about personal data that is collected, processed and used by Twitter by visiting <http://business.twitter.com/privacy>.

GOOGLE+-PLUGINS

The provider draws the user's attention to the fact, that F-Register.com uses Google+-Plug-ins. Google+ is a social media-platform of Google Inc., Mountain View, CA, USA. The user can look up further notice of confidentiality with detailed information about personal data that is collected, processed and used by Twitter by visiting <http://www.google.com/intl/de/+/policy/+1button.html>.