

TERMS AND CONDITIONS OF USE OF THE PROJECT EXCHANGE
WWW.RESPEKT.NET OPERATED BY RESPEKT.NET-
BETRIEBSGESELLSCHAFT M.B.H

(as of: July 1, 2012)

1. GENERAL PROVISIONS

Welcome to the website of Respekt.net-Betriebsgesellschaft m.b.H. (company register number FN 337892 a, a 100 percent shareholding of the nonprofit association Respekt.net entered in Austria's central register of associations as number 389872535).

The website www.respekt.net offers direct access to information about Respekt.net-Betriebsgesellschaft m.b.H. (referred to below as the operator) and the association Respekt.net (referred to below as the association) as well as the content of other users, whereby direct access is also possible using a Respekt.net Extranet application (referred to below as the Extranet). All activities on the website www.respekt.net (also referred to below as the project exchange) and occurring in Extranet applications are subject to the operator's present terms and conditions of use. Terms and conditions of use or of business issued by users or Extranet contractants will not apply unless they form part of a separate contractual agreement with the operator.

We ask for your understanding that an Internet project exchange offering such a wide range of options for use as www.respekt.net also requires highly detailed provisions governing the conditions of use. This is intended to safeguard the interests of all participating users.

All rights to text, images or other content of the project exchange are held by the operator and will also remain with same without restriction. The use of text, images or other content in order to support or disseminate the ideas of Respekt.net is possible on enquiry, whereby the operator is entitled to revoke such restricted approval for utilization at any time.

Where the term 'users' appears below, it shall refer to the project initiators, project investors, gift coupon purchasers, gift coupon redeemers, project experts, project actors, project mentors, Extranet contractants and individual users. As regards the Extranet administrators and Extranet users the terms and conditions of use shall apply correspondingly to their restricted user rights as relevant.

Access to the project exchange is possible in different forms. All freely accessible areas are available to anonymous users of the project exchange, in addition to static content. They cannot however create or support projects. The present terms and conditions of use also apply to anonymous users.

When you register on Respekt.net, a user account (user profile) will then be set up for you, allowing you to view details of projects, create projects and carry out many other operations. On the platform you will be treated as an "individual" or "registered" user. As a registered user you can also create an organization (legal person), which will then be likewise treated as a registered user. For further information see section 12.

Slightly different provisions apply to users of Respekt.net Extranet applications. For further information see section 15.

If you wish to solicit financial aid (donations) for a project on www.respekt.net, you must then complete your user profile in full. After logging in, you can find your user profile on the far right of the green main navigation bar under the menu item "My Profile".

The "About Respekt" menu contains detailed information about the Respekt.net project, the association and the operator.

The auxiliary navigation bar at the very top of the website includes an overview of the questions most frequently asked about the functions of Respekt.net under "FAQ/Help".

The project exchange www.respekt.net is managed by Respekt.net-Betriebsgesellschaft m.b.H., which also acts as the contracting party to all users of the project exchange.

2. REGISTERING ON WWW.RESPEKT.NET

You can select your own user name and password when you register on the site. The fields which are obligatory directly on registration are your first and last name as well as your e-mail address.

As soon as you have registered, you will see a message on screen asking you to create a user account.

After registering you will receive an e-mail asking you to confirm registration. This prevents someone else registering fraudulently with your e-mail while also ensuring that the e-mail address you have given is correct.

You can also register on www.respekt.net using Facebook Connect (Facebook Connect button in main navigation area). This convenient feature means you are automatically connected to the project exchange whenever you are logged into Facebook and the website www.respekt.net is open in your browser. If you do not use your real name on Facebook, you will have to correct your first and last name in your user data (menu item "My Profile"). It is not permitted to register with www.respekt.net without giving your real first and last name.

During registration you have to confirm that you accept the present terms and conditions of use for the project exchange www.respekt.net. You can simply download the terms and conditions of use (item Terms and Conditions in the service navigation bar at the very bottom of the screen) or also print them out directly if you click on the relevant link. It is not possible to access the areas of the website subject to registration without confirming the terms and conditions of use.

Should you effect an offline investment (= payment of a donation directly to the operator's project account outside of the project exchange), you will then be registered by the operator's back office as a project investor based on the information in the account statement. Your donation will be shown for the project you specified. By making an offline payment you accept the terms and conditions of use for the project exchange. Further information about offline investment can be found under section 7.

Certain roles such as that of the project initiator, project expert, project investor (where this role is not activated by redeeming a coupon but via a donation) and the gift coupon purchaser are reserved solely for natural persons with an unlimited capacity to contract (age of majority, full legal age, no appointed administrator etc.) or for legal persons (organizations). The roles of gift coupon redeemer, individual user and project actor are available for natural persons who are minors.

To check whether users have attained the age of majority, you must correctly enter your date of birth in your user profile (menu item "My Profile"). It will only be possible to access areas requiring an unlimited capacity to contract after entering your date of birth.

All users undertake to supply full and correct information about themselves (applies to both natural persons [= private individuals] and legal persons [= organizations]). This obligation also applies to offline investors who effect payments directly to the operator's project account.

Users of Extranet applications are created and authorized in a separate process. For further information see section 15.

3. GENERAL RESPONSIBILITY OF ALL USERS ON THE PROJECT EXCHANGE

The project exchange www.respekt.net is dedicated and committed to the values of respect, tolerance, openness and solidarity as well as being fully obligated to the requirements of the UN Universal Declaration of Human Rights. All users undertake to treat each other with respect and apply this approach to all further activities associated with provision of the present services.

All users must themselves check that their activities on the project exchange do not contravene the law, transgress standards of public decency or legal claims of third parties (in particular, copyright, the right to use a name or trademark, other personal rights etc.).

All users in particular undertake to refrain from violating the following prohibition: On the project exchange it is forbidden to post, publish or enter the following content, to create links

with such content or to make reference to same, or to otherwise enable or to offer any access to such content:

- content which fails to comply with the above-mentioned values of respect, tolerance and openness in dealing with other users or any other persons;
- content which incites others to illegal acts or violence;
- remarks or content which are racist, inhumane or glorify violence;
- content which is pornographic, obscene or otherwise immoral or harmful to young persons;
- misrepresentation of facts, insults or abusive language;
- misleading content or offers;
- content which is unlawful and/or liable to incur a penalty or infringe third-party rights and possibly give rise to claims (for compensation).

The operator reserves the right to delete any such content or references to same from the project exchange. All users of the project exchange and Extranet applications are requested to immediately report the appearance of such content to the administration at office@respekt.net. This also applies to the occurrence of malfunctions or lapses of security.

All users bear unlimited responsibility for their own content, comments, statements or other conduct on the project exchange and in Extranet applications. The operator makes the project exchange available but does not screen text or other content input by users. The operator therefore assumes no liability for statements or content provided by users.

Registered users and Extranet users are obligated to keep their access data safe and to prevent unauthorized access. It is prohibited to disclose access data such as your user name and password.

All measures which bring about or might bring about unauthorized access to databases of the project exchange are prohibited. There is also a prohibition on all measures which restrict or jeopardize smooth operation of the project exchange. Users who fail to comply with these rules may be barred from accessing the project exchange or Extranet applications by the operator with immediate effect.

4. POSSIBLE ROLES ON THE PROJECT EXCHANGE

You can directly select the role of project expert or project actor in your user profile (menu item "My Profile"). You can also assume several roles simultaneously.

You will be given the role of project initiator if you submit a project and the role of project investor if you invest in projects. The role of time donor is awarded if you donate your time to the project exchange. The role of gift coupon purchaser is given if you purchase Respekt.net coupons and the role of gift coupon redeemer if you redeem coupons. In this case you will also be shown as a project investor. The role of project mentor is only awarded by the back office of Respekt.net in consultation with the project initiators. The role of project supervisor is reserved for the Respekt.net team.

If you do not select a role or enter an activity, you will be treated as an individual user on the platform.

Each of the above-mentioned roles is associated with different opportunities for action.

- Project initiators submit projects online and can process and amend them until the start of the financing phase. They can be contacted about their projects by other registered users on www.respekt.net.
- Gift coupon purchasers buy Respekt.net coupons online and can either redeem them themselves or give them to other people. Registration is also necessary when redeeming coupons.
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- Project investors invest in projects on the project exchange (i.e. they donate money) and can contact project initiators on the project exchange. They can be contacted about the funding of projects by project initiators on Respekt.net.

- Time donors donate time to projects on the project exchange and appear as time donors directly on the relevant project. They can be contacted about the redeeming of time donations by project initiators on Respekt.net.
- Gift coupon redeemers redeem coupons. Unlike project investors, who donate money directly, gift coupon redeemers do not have to be of full legal age. The purchase of coupons is however reserved solely for natural persons of legal age or organizations.
- Project experts can make their professional expertise available to project initiators on the project exchange and can contact project initiators on the project exchange. They can be contacted about assistance with the content of projects by project initiators on www.respekt.net.
- Project actors can offer their own time or organizational support to project initiators on the project exchange and can contact project initiators on the project exchange. They can be contacted about organizational assistance with projects by the project initiators on www.respekt.net.
- Project mentors can offer project initiators support, particularly during the financing phase of a project. They can be contacted about support in the financing phase of projects by project initiators on www.respekt.net.
- Project supervisors are back office staff employed by the operator or authorized volunteers who offer administrative support for a project.
- Extranet contractants are natural or legal persons who have concluded a contract relating to an Extranet application with the operator or who have been authorized by the operator for an Extranet application.
- Individual registered users can navigate the project exchange, view projects and make comments about projects.
- If specific consent was given for mailing via the project exchange, users may receive role-specific info mails from the operator. There is also the automated dispatch (confirmatory e-mails) which is initiated by operations on the project exchange (e.g. investment in a project, purchase of coupons, addition of a person as an expert or actor to a project, etc.) and cannot be countermanded. Nor it is possible to countermand the mailing of information about changes to the terms and conditions of use.

5. RULES FOR PROJECT INITIATORS

Project initiators present sociopolitical projects on the project exchange www.respekt.net and seek technical, organizational and/or financial support from third parties for the realization of their projects. This circumstance gives rise to a special duty of care on the part of project initiators when dealing with support from such third parties.

Project initiators are obligated to supply correct information about themselves and the project submitted.

Project initiators bear sole responsibility for ensuring that monies are used for their intended purpose once remitted to the bank account they specified. Project initiators are obligated to provide proof of their identity.

You explicitly authorize the operator to verify personal data and permit authorized service providers to also make enquiries to Austria's central population register (ZMR) in the case of natural persons, or, in the case of legal persons (organizations), to the register of associations or companies for enforcement of these terms and conditions of use. If the specified person-related data and the data resulting from the enquiry to the ZMR or the register of associations or companies fail to match, you will be asked to make corrections. If correction is unsuccessful, the user account of the project initiator concerned will be frozen.

Project initiators consent to inspection or verification of the submitted project and use of the promised funds by the operator or a third party authorized by the operator in any phase of the project and are obligated to portray the success of the project and to present its accounts to the operator.

The operator is not obligated to verify the results of a project or the project documentation, although it is entitled to verify these results.

The project initiators undertake to repay any monies ensuing from failure to attain the target budget (the amount solicited from project investors on Respekt.net), on cancelation of the project, termination of any project contract or misappropriation of the funds. Long-term projects are not required to attain a target budget, and there are thus no stipulations regarding failure to attain a target budget. Project initiators of long-term projects undertake to repay monies on cancelation of the project, termination of any project contract or misappropriation of the funds.

It is a basic principle of the project exchange Respekt.net that as the level of financial contributions from third parties increases, the demands made on the project documentation also become more stringent. For this reason projects with a target budget of over EUR 3,000 are governed by an individual project contract, which contains further provisions applicable to project initiators.

Projects can only be created by registered users. All fields marked with * in the online project form are obligatory fields and must be completed truthfully using current data. The operator then checks whether a submitted project is in line with the values of the project exchange www.respekt.net. Only under this condition will a project be accepted and approved for the formulation phase.

Changes can still be made to projects in the formulation phase. It is already possible to solicit the support of project experts and project actors. Project experts or actors may not be added by project initiators without proof that they have given their consent to a project.

When a project has been brought to completion in the view of the project initiators, it can then be registered for the financing phase (money can now be collected). For the financing phase it is necessary to complete all fields in the project registration form or the area available for describing projects correctly and in full. Completion will be verified automatically, and you will be immediately informed if data is missing. If the automatic process is successful, verification will be carried out by the operator's project supervisor and approved provided that the project satisfies all requirements for the financing phase. This means that it is no longer possible to make changes to the project.

A project contract must be additionally concluded in the case of projects with a target budget of over EUR 3,000. Only once the contract has been signed by both parties will a project with a target budget of over EUR 3,000 be approved for the financing phase. It is left to the discretion of the operator, apart from the provisions set forth here, whether and when it considers a project contract to be additionally necessary. It is a basic principle that the operator can require a project contract be concluded for any project.

Once the project has been approved for the financing phase, it will be fully visible to all registered users, who are then all free to comment on it. In the formulation phase projects can only be viewed by project experts. All users can however declare themselves project experts.

As regards presentation of the project on the project exchange and all associated content on the project exchange, the project initiators assign to the operator all rights of use (copyright, the right to use a trademark/name etc.) necessary for promotion and documentation of the project. The rights of use will be assigned to a restricted extent only as required for the promotion and documentation of the project by the operator and for presentation of the project on the project exchange. The assignment of rights to the extent described above takes place on a non-exclusive basis. The operator will be fully authorized by the project initiators to make use of the submitted projects for the purpose of promoting Respekt.net and the project exchange www.respekt.net. The operator will not be permitted to otherwise proceed with commercial utilization of the project outside of the context of the project exchange.

If the specified target budget is attained within the time frame defined for the financing phase, the project can then be realized with the invested funds.

The project initiators will be provided with the target budget in line with the terms and conditions of use or, in the case of projects with a target budget of over EUR 3,000 according to the project contract, and possibly also with support from persons willing to make their time and/or expertise available. They will also receive an invoice from the operator for a handling fee amounting to 9.84 percent (incl. sales tax at the statutory rate) and undertake to pay this sum to the operator. The handling fee is retained by the operator when the funds are paid out from the project account. The fees incurred for financial transactions and the account charges for the operator's separately managed project bank account are borne by the operator itself.

Funding for projects with a target budget of up to EUR 3,000 are always managed via the operator's separate project account. Once the target budget is attained and all donations remitted to the project account, the funds are credited to the bank account specified by the project initiators. Other agreements are possible for projects with a target budget of over EUR 3,000, for long-term projects or with good cause (e.g. for nonprofit associations enjoying tax relief for donations).

The project bank account is managed by the operator as a separate account (escrow account), which is not deemed part of the operator's assets. Management of the operator's project bank account is separately audited by a well-known firm of auditors, and the certificate of audit subsequently published on the project exchange on an annual basis.

Following receipt of the funds from the project investors the project initiators are responsible for ensuring that they are used for their intended purpose.

The operator accepts no liability that sufficient investors can be found or that they will actually invest money after stating their intention to do on the project exchange.

If the target budget is not attained, persons who have offered assistance will remain available, but any payments effected (i.e. donations) by the project investors will not be passed on to the project initiators. There are different rules for long-term projects, with the collected donations being regularly paid out to such projects as agreed. If the target budget is not attained with all other projects, it is up to the project investors to decide what should happen to the donation. Alternative projects with a high level of financing will then always be automatically suggested to the project investors to ensure that other projects attain their target budget with the aim of strengthening civil society.

To increase the likelihood of funding project initiators may also receive an enquiry asking whether a project could be merged with a project with similar content.

Project initiators may be asked by Extranet contractants whether they would make their project available to an Extranet application for a limited period of time on an exclusive or non-exclusive basis. Where consent is given for the exclusive transfer of a project, the project will not be visible to users outside of the Extranet application during a limited period. As soon as the agreed Extranet time frame comes to an end, the operator's back office will again make the project visible to all users.

The project initiators are required to portray the success of the project and present the relevant accounts to the project investors and to the operator in a transparent manner. The utilized donations of time and expertise must also be documented.

The initiators of projects in the financing and the realization phase are obligated to report about developments involving their project in their project profile under "News" at regular intervals.

Initiators of a project with a target budget of up to EUR 3,000 must submit a final project report including a summary (at least 150 words) and 4 digital photographs within 3 weeks after completion or cancellation of the project. With submission of the final project report a project is brought to completion for the operator. The completed project will then remain on the project exchange for at least one year.

6. RULES FOR PROJECT INVESTORS

The operator offers project investors a project exchange which allows users to view projects that have been submitted, are ongoing or have been successfully realized for the purpose of social development, with realization being possible thanks to investment (= donations).

Project investors are natural or legal persons who invest in projects posted by project initiators on the project exchange Respekt.net. In this context investing means donating money (i.e. gifting) to project initiators, either using the operator's project account or an account belonging to the project initiators which is announced by the operator.

Donations do not become legally effective until payment is credited to the specified account. When Respekt.net gift coupons are redeemed, the legal validity of the donation depends on the receipt of payment for the purchased coupon. You can find out more about the subject of coupons under section 14.

A project will then be visible for project experts when the project satisfies all requirements for project creation. Project investors can declare themselves project experts in their user profile, so making all projects visible to them. It is indicated for all projects whether they involve a project in the formulation phase, the financing phase or in realization. Project initiators can still make changes to projects during the formulation phase. This is no longer possible once the financing phase has started. Investments are not provided for until the financing phase. Project investors can see all projects in the financing phase if they have registered or logged in.

Donations are made to support the realization of projects set up by project initiators without any consideration being given in return and without usufructuary or such property rights or claims being established under the law of obligation vis-à-vis the project initiators or the operator. Project investors waive all rights of revocation to their donation.

Payments are always made online to the operator's project bank account using the payment systems offered. Online payments can be effected for one specific project or for several projects using the shopping trolley function.

Offline payment for projects is also possible by means of a transfer from a bank account or cash payment. You can find further details in section 7. Offline Donations

The customary transfer fees and discounts for credit card, EPS or Paypal payments as well as the account management charges for the operator's project bank account will be borne by the operator.

In the case of recipients of donations with charitable tax status, it is possible to use a separate bank account when making payments to projects with a target budget of over EUR 3,000. Here payment should be effected to the project bank account of the project initiators. The costs of such accounts and the payment transactions are borne by the project initiators.

Project investors are informed by Respekt.net-Betriebs-GmbH about a project's level of financing via the project exchange.

If the donation is not passed on to the project initiators by the operator because the target budget was not attained, it is up to the project investors to decide what should happen to the donation. In this case it is always suggested to project investors that they transfer their donation to other projects to ensure that these projects attain their target budget with the aim of strengthening civil society. Project investors can however also dedicate the funds they have donated to safeguarding the future of the platform (operator) or the association.

The project investors are informed by the operator that the target budget has not been attained and then have 14 days to nominate another specific project by e-mail. Where the operator has not received an answer from the project investors after 14 days, this will be taken as consent for the donated funds to be transferred by the operator to the projects with the next-highest level of financing in descending order. With any failure to attain the target budget of a project this means that project investors are not faced with further effort or expenditure and can rest assured that their donation will be transferred to another project of importance to civil society.

Where project investors do not agree with any of the alternative suggestions made for their donation, they must e-mail Respekt.net-Betriebsgesellschaft within 14 days after receiving notification about the lack of funding for their preferred project to indicate their wish for

repayment and giving their address, date of birth, account number and bank details. Where the operator has not received a written reply from the project investors after 14 days, this will be taken as consent for the donated funds to be transferred by the operator to the projects with the next-highest level of financing in descending order.

In the case of projects with a target budget of over EUR 3,000 the operator will conclude a project contract with the project initiators prior to payment to the project initiators or notification of the project initiators' account to be used for payment. In the case of projects up to EUR 3,000 these terms and conditions of use will serve as a contract, and payment can be effected without the conclusion of a separate project contract.

The operator however bears no liability or responsibility vis-à-vis the project investors for ensuring that monies are used by the project initiators for their intended purpose. Ultimately the responsibility for use of the monies for their intended purpose and submission of the project progress or final project reports as well as any project accounts lies solely with the project initiators. The operator will only make random checks regarding the use of funds. Projects taking place outside of Austria are not generally verified by the operator as regards the use of funds. Users are thus explicitly informed that decision making can only be based on their own judgment in the case of projects outside of Austria.

Project investors can however ask for projects to be verified at their own expense. At the operator's request such costs of verification must be paid to the operator on account.

The operator can ask for the return of donations from project initiators for good cause. Where a donation is to be reclaimed on the basis of the project contract, project investors hereby instruct and authorize the operator to proceed with recovery and irrevocably assign their rights of collection to the operator. The operator is also entitled in such case to claim the handling fee of 9.84 percent (incl. sales tax at the statutory rate) plus any uncollected costs for recovery. The operator will refund the remainder of the collected part of the monies to investors, where appropriate on a pro-rata basis according to the payments made by investors. It will be at the operator's discretion whether it is expedient (in both legal and financial terms) to proceed with recovery. The project investors will hold no claims against the operator should recovery not take place or is unsuccessful.

The operator is not liable either for verification of the project or its realization. The sole responsibility for the project lies with the project initiators.

Project investors may only effect payment from identified bank, credit card or PayPal accounts from countries in which all banks are committed to complying with the stringent international regulations on money laundering. Project investors must personally ensure that the transfer of their donations is in line with the fiscal regulations and other statutory provisions. The customary transfer fees and discounts applicable to credit card payments are at the operator's expense. Any interest generated for the operator's project account will accrue to the operator, without any entitlement arising on the part of the project investors or project initiators. Besides the handling fee, such interest serves to cover the costs of administration incurred by the operator.

Project investors undertake to state their identification data correctly and in full (full name, with natural persons also the date of birth, and with legal persons the number in the register of associations or companies). Project investors undertake to notify the operator should there be any change in personal data or the data of a legal person during the term of a project. Any monies remitted to the operator's project account which cannot be identified as belonging to a specific project will be used to support the objectives of the project exchange www.respekt.net.

Where donations are to be refunded to project investors (e.g. because the target budget is not available), this can only take place if the data necessary for remittance (full name, address, with natural persons also the date of birth, account number / IBAN, bank and bank code / BIC) are stated correctly and in full (or if it is possible to establish the correct data without unreasonable effort).

Project investors undertake to support the operator in clarifying any suspicions of money laundering in an appropriate manner. Should sums of money exceeding EUR 1,000 be remitted to the operator's project account without sufficient proof of identity from the project

investors, such sums will be transferred to a blocked account, and the Austrian authorities responsible for suspicions of money laundering notified accordingly. In the case of donations exceeding EUR 10,000 project investors are required to additionally sign the terms and conditions of use.

Where project investors are natural or legal persons subject to taxation in Austria and the recipients of the monies are organizations enjoying tax relief for donations with the status of charitable associations in accordance with § 4 a item 3 and 4 *EStG* (Austrian Income Tax Act) or enjoying tax relief for contributions made to scientific research in accordance with § 4 a item 1 *EStG* (cf.

<http://www.bmf.gv.at/Steuern/Fachinformation/Einkommensteuer/AbsetzbarkeitvonSpenden/>) the operator will attempt to set up a procedure (payment to an account at the project initiators' disposal) which provides for fiscal recognition of the donated funds. Any costs incurred in this regard by the operator must be borne by the project initiators. There is however no obligation for the operator to make such a procedure available.

The project bank account is managed by the operator as a separate account (escrow account), which is not deemed part of the operator's assets. Management of the operator's project bank account is separately audited by an external firm of auditors, and the certificate of audit subsequently published on the project exchange on an annual basis.

Where the funding for a project is insufficient, the operator reserves the right to notify the project investors prior to expiry of the deadline, either to give them the opportunity of making further investment or of merging similar projects. The project investors thus hereby give their consent to merger with other projects should the target budget fail to be attained.

As regards the obligations of the project initiators vis-à-vis the project investors or the operator, we now make special reference to the previous sections of the terms and conditions of use.

The operator undertakes to maintain the greatest possible transparency vis-à-vis the users of the project exchange. This also means that all project investors and their investments are made publicly accessible in accordance with the data protection provisions (privacy policy) to be accepted by all users. The name and profile picture of the project investors are shown for each project. The overview of investors also lists the amounts for each project investor, although investors can restrict the publication of their personal data on the project exchange. Anonymous donations are not permitted on the project exchange.

All of the above provisions also apply in this form to Extranet contractants who arrange for the apportionment of donations by means of voting or the direct apportionment of funds in the framework of an Extranet application. On the project exchange itself Extranet contractants are registered users who assume the role of project investor following their investment in a project and crediting of the relevant sum to the project account. The users of Extranet applications do not themselves appear on the project exchange as project investors unless they also act as registered users outside of the Extranet application.

6.1. SPECIAL CASE OF PROJECTS WITH THANK-YOU GIFTS

Project initiators can also present projects with thank-you gifts on the project exchange subject to the operator's consent. The operator is under no obligation whatsoever to permit such projects involving thank-you gifts either in general or in individual cases.

Project initiators can hold out the prospect of a thank-you gift to project investors, graduated according to the amount of the donation or irrespective of its level. This is an offer made by the project initiators which does not concern the operator in any way and is the sole responsibility of the project initiators.

The project initiators must provide details of the thank-you gift(s) with the in-depth project description and are obligated to truthfully state the value and condition of the offered gift.

Project investors must form their own impression of the offer and personally decide whether to take it into account when opting to donate or not.

The operator accepts no liability for the activities of project initiators who offer thank-you gifts. Such persons are not agents of the operator. Nor shall the operator incur liability where it has provided advice to project initiators.

Where the administration of thank-you gifts is concerned, it is necessary for donating project investors to provide the project initiators with their name, address and e-mail address.

On request the operator will send project initiators offering thank-you gifts a list of project investors showing their first and last name and their address so they can send out or hand over the gifts to the project investors at their own expense and risk. Project initiators can also arrange for the delivery of thank-you gifts to a specific location. It is then the responsibility of the project investors to collect the gifts from this location. The operator cannot accept any enquiries or complaints about thank-you gifts: they must be solely addressed to the project initiators offering such gifts.

In their project description project initiators must provide detailed information about the delivery method for thank-you gifts.

In the case of projects with thank-you gifts the project initiators must always conclude a project contract with the operator and hold harmless and indemnify the operator as regards such gifts.

Projects involving thank-you gifts differ from those without gifts in that the operator will charge a higher handling fee of 12% (incl. sales tax at the statutory rate) for increased administration costs in the case of projects with thank-you gifts. This sum will be withheld from the donation to be remitted by the operator.

The operator will identify projects offering a thank-you gift in the newsletter and where technically feasible and reasonable in terms of costs, on the project exchange as well, together with additional information or classification, whereby it is not binding on the operator to provide such information or classification.

6.2. SPECIAL CASE OF LONG-TERM PROJECTS

Project initiators can also present projects which collect donations on a long-term basis on the project exchange subject to the operator's consent. The operator is under no obligation whatsoever to permit such long-term projects either in general or in individual cases.

Long-term projects only have a notional target budget, which is always adjusted by the operator if the level of financing exceeds 40%. This aims to ensure that long-term projects do not become the subject of a so-called Final Spurt. The monthly Final Spurt of projects is reserved for projects with a binding target budget and of limited duration.

With long-term projects donations are paid out to the project initiators by the operator at agreed intervals (monthly, quarterly, once every six months). The operator is entitled to terminate long-term projects at any time and perform final accounting.

Long-term projects differ from projects with a target budget and a limited term in that each time the operator will charge a higher handling fee of 14.40% (incl. sales tax at the statutory rate) for increased administration costs in the case of long-term projects. This sum will be withheld from the donation to be remitted by the operator.

Long-term projects involve a special offer made by the project initiators which does not concern the operator in any way and is the responsibility of the project initiators. Project investors must form their own impression of the offer and personally decide whether to take a long-term project into account when opting to donate or not.

Long-term projects must regularly report (at least once a quarter) about the progress of the project on the "News" tab with the details of the project description. Where such ongoing information is not provided, the operator may terminate long-term projects at any time. The operator is not obligated to check whether project initiators are complying with their duty of information.

The operator accepts no liability for the activities of project initiators who offer long-term projects. Such persons are not agents of the operator. Nor shall the operator incur liability where it has provided advice to project initiators.

In the case of long-term projects the project initiators must always conclude a project contract with the operator and hold harmless and indemnify the operator in the event of any disputes about long-term projects.

The operator will identify long-term projects in the newsletter and where technically feasible and reasonable in terms of costs, on the project exchange as well, together with additional information or classification, whereby it is not binding on the operator to provide such information or classification.

7. OFFLINE DONATIONS FOR PROJECTS

Donations for projects appearing on the project exchange www.respekt.net can also be made offline by means of a transfer from a bank account or cash payment to the project account at Raiffeisenlandesbank NÖ/Wien with the account number 111043536 and the bank code 32000 (IBAN: AT603200000111043536 and BIC: RLNWATWW). This allows persons who do not have Internet access or do not wish to use it for online payment to make donations to projects.

Persons making offline donations are obligated to give their correct name and current address on the payment order. It is also necessary to state the number or name of the preferred project(s) (with more than one project itemization of amounts is required) as well as a current e-mail address.

If personal data on a submitted deposit check is not legible and it is not possible to decipher it with reasonable effort, such donations of up to EUR 1,000 will be allocated to a collective donor account. Donations exceeding EUR 1,000 which cannot be identified will be allocated to a blocked account as described under section 6.

If data for the preferred project(s) on a submitted deposit check is not legible and it is not possible to decipher it with reasonable effort, such donations will be allocated to the project with the highest level of financing on the project exchange www.respekt.net.

Users can also set up a standing order for a regular monthly donation of at least EUR 10. Payments effected by standing order must state the first and last name of the donor(s) in the reference and/or under the intended purpose of payment, well as their address, a current e-mail address and the name or number of the preferred project. Should no project be stated on the instruction or should the specified project already be fully funded, the donated amount will then always be allocated to the project with the highest level of financing.

Users can also submit a direct debit mandate (e-form) for a regular monthly donation of at least EUR 10, either by e-mail to office@respekt.net or by mail to the Respekt.net office. The direct debit instruction can either be limited (in terms of time or to the term of a project) or issued for an unlimited period. The direct debit instruction must show a recurring date (e.g. 5th or 10th day of the month, etc.). The amount shown on the instruction will be collected by the operator from the account of the issuing user for the project specified on the instruction until revocation. The instruction can be revoked at any time, whereby direct debiting will cease from receipt of such revocation. Direct debits can be disputed within a period of 2 days. It is possible to terminate a direct debit instruction at any time without stating any reason for doing so. Should no project be stated on the direct debit instruction or should the specified project already be fully funded and no time limit set, the amount will then always be allocated to the project with the highest level of financing.

By making a donation to the project bank account of the project exchange www.respekt.net all offline donors consent to the terms and conditions of use for the project exchange www.respekt.net and authorize the operator to capture their personal data, to perform registration on the project exchange and create a user account. The access data for each user account will be given to offline donors on request, either in person at the Respekt.net office, on enquiry to the Respekt.net office by telephone or via the specified e-mail address. The operator does not send out information by mail (i.e. post). Where the specified e-mail address is invalid, the operator is not obligated to take any further steps to establish contact with offline donors. Offline donors can enquire about the status of their donations at the Respekt.net office in person or by telephone.

As in the case of online donations, the donation and the donor will be displayed on the project exchange. All other provisions for project investors also apply mutatis mutandis to offline project investors in all cases.

Only natural persons of full legal age or legal persons are permitted to make offline donations. Respekt.net is not obligated to verify compliance in this regard.

All provisions also apply in this form to Extranet contractants who arrange for the apportionment of donations by means of voting or the direct apportionment of funds in the framework of an Extranet application. On the project exchange itself Extranet contractants are registered users who assume the role of project investor following offline investment in a project and crediting of the relevant sum to the project account. The users of Extranet applications do not themselves appear on the project exchange as project investors with offline donations unless they also act as registered users outside of the Extranet application and make an offline donation.

8. RULES FOR PROJECT EXPERTS

Project experts are natural or legal persons who offer support for the projects posted by project initiators on the project exchange of Respekt.net free of charge in the form of technical expertise. In this context expertise means the provision of specialist knowledge in any form to project initiators via the project exchange to support the realization of projects by their initiators and without any usufructuary or such property rights or claims being established under the law of obligation vis-à-vis the project initiators or the operator.

Project experts accept this role in their user profile by clicking on the role of project expert. This means that they appear in the list published under Community and can be contacted by project initiators.

It is entirely at the discretion of project experts whether to accept a project enquiry. If project experts support a project with their specialist knowledge, they will then appear as a project expert in the information field provided for this purpose.

Project experts do not work by order or for the account of the operator. Nor are they agents acting on behalf of the operator.

All projects published are visible to project experts. They can comment on any project like all other registered visitors to the website. If a project calls for certain knowledge or expertise while specifying an amount of time, project experts can directly offer their expertise to this project as time donors. The contact data of time donors offering expertise are made available to project initiators so both parties can arrange for provision of the support. Project experts are obligated to render the service offered in the framework of a time donation where acceptable outline conditions are involved.

The operator encourages dialog by issuing the newsletter and other information about new projects to project experts. Here the operator transmits the original information supplied by the project initiators at the request of project experts. There is however no obligation whatsoever for the operator to report about a certain project. Project experts can of course themselves also get in touch with a project initiator or project on the project exchange. Project experts are especially invited to offer their support during the development phase of a project.

On completion of a project the operator's back office may ask project experts for useful information or work aids which can be used again. Project experts can however also publish such documentation directly on the project exchange as long as they clear this with the project initiators. They can moreover report about their experiences at any time, so making an important contribution to quality assurance and the success of projects. This naturally also applies to quality assurance for the work performed by the project experts themselves. Project initiators or project investors can report about the work of the project experts.

All provisions also apply in this form to Extranet contractants who arrange for the apportionment of time donations by authorized Extranet users in the framework of an Extranet application. On the project exchange itself Extranet contractants are registered users who assume the role of project expert following their donation of time. The users of

Extranet applications do not themselves appear on the project exchange as project experts unless they also act as registered users outside of the Extranet application and make time donations.

9. RULES FOR PROJECT ACTORS

Project actors are natural or legal persons who support the projects posted by project initiators on the platform of Respekt.net by offering their time and/or organizational support. In this context support means the provision of time and/or a virtual or physical presence to project initiators via the project exchange to support the realization of projects by their initiators without any mandatory consideration being given in return and without usufructuary or such property rights or claims being established under the law of obligation vis-à-vis the project initiators or the operator.

Project actors accept this role in their user profile by clicking on the role of project actor. This means that they appear in the list published under Community and can be contacted by project initiators.

It is entirely at the discretion of project actors whether to accept a project enquiry. If project actors support a project with their time, skills and effort, they will then appear as a project actor in the information field provided for this purpose.

If a project calls for a certain amount of time without specifying any expertise, project actors can directly offer a time donation to this project. The contact data of time donors are made available to project initiators so both parties can arrange for provision of the support. Project actors are obligated to render the service offered in the framework of a time donation where acceptable outline conditions are involved.

On completion of a project project actors can publish their experiences in the information fields provided for this purpose. They thus make an important contribution to the evaluation of a project.

Project actors can additionally report about their experiences, so persuading other users to work on projects.

All provisions also apply in this form to Extranet contractants who arrange for the apportionment of time donations by authorized Extranet users in the framework of an Extranet application. On the project exchange itself Extranet contractants are registered users who assume the role of project actor following their donation of time. The users of Extranet applications do not themselves appear on the project exchange as project actors unless they also act as registered users outside of the Extranet application and make time donations.

10. RULES FOR PROJECT MENTORS

Project mentors are natural or legal persons who offer support for the projects posted by project initiators on the project exchange of Respekt.net free of charge in particular during the financing phase. In this context support means the provision of networks of any type and other forms of PR work or private communication in order to secure successful funding for a project. The activities of project mentors are carried out without any obligation of securing successful funding for a project and without the acquisition of usufructuary or such property rights or claims under the law of obligation vis-à-vis the project initiators or the operator.

Contact between project mentors and project initiators is only established via the operator's back office. The back office makes the arrangements necessary in this regard. If the operator's back office has received consent from the project initiators and the project mentors, the role of project mentor will then be activated for a natural person or an organization, and the project mentors appear under the relevant project in the information field provided for this purpose and in the list of project mentors under Community.

All projects published are visible to project mentors. They can comment on any project like all other registered visitors to the website.

The operator encourages dialog by issuing the newsletter and other information about new projects to project mentors. Here the operator transmits the original information supplied by the project initiators at the request of project mentors. There is however no obligation whatsoever for the operator to report about a certain project.

It is entirely at the discretion of project mentors whether to accept a project enquiry. Project mentors are not agents of the operator.

11. RULES FOR INDIVIDUAL USERS

Individual users are natural or legal persons who either register themselves or are registered by the operator's back office. They do not select any role or carry out specific activities. They do not have access to the above-mentioned specific offers involving individual roles, and can only navigate the project exchange, view all projects registered for funding and observe their progress.

Individual users can comment on registered projects in the fields provided for this purpose.

Where individual users have unlimited capacity to contract, they can assume one of the special roles described above in their profile at any time and so acquire the relevant rights. To do so, they have to update their user profile. Individual users are considered on the project exchange as candidates for special roles. The operator will therefore provide information about these roles or other activities on request.

The roles of project actor and project expert can be selected by such persons under "My Profile", while the roles of project investor, time donor, project initiator, gift coupon purchaser, and gift coupon redeemer come about through the relevant actions. The role of project mentor is allocated in agreement with the project in question and the operator.

12. RULES FOR ORGANIZATIONS (LEGAL PERSONS)

Anyone wishing to create an organization (legal person) on the project exchange must first of all register a natural person (private individual) on the project exchange, either in general terms for the organization (legal person) or with restricted authority to represent for registration. You can alternatively arrange for registration via the operator's back office. During registration all personal data fields (first and last name, date of birth, address and nationality) must be completed correctly and in full. Anyone creating an organization (legal person) explicitly authorizes the operator to verify personal data and to permit authorized service providers to also make enquiries to Austria's central population register (ZMR) for enforcement of these terms and conditions of use.

An organization (legal person) is created using the menu item "Create organization" under "Community" in the main menu. If you click on the menu item, you will then see the input screen for an organization (legal person). All input fields for organizations (legal person) are

obligatory fields and must be completed correctly and in full. As the creator of an organization (legal person) you must at all events be authorized to represent the organization (legal person). Such authority to represent can also be conferred via a power of attorney. It is possible to create two further contact persons who may be authorized to represent, although this is not actually necessary. This data will then be used to verify the data of the organization (legal person) and the authorization to represent of the registered natural person in the register of associations or of companies. By creating an organization (legal person), you then explicitly authorize the operator to verify personal data and to permit authorized service providers to also make enquiries to the register of associations or companies for enforcement of these terms and conditions of use. After creation and storage of the data you will receive an e-mail confirming that an organization (legal person) has been created and that the data will now be verified.

After the data of the organization (legal person) has been successfully verified, it will be activated by the operator's back office. You will then receive an e-mail confirming activation of the organization (legal person). Once activation has taken place, the organization (legal person) can perform all user roles.

Following registration organizations (legal persons) are themselves responsible for the maintenance of person-related data (company name, address, number in company register or register of associations), in addition to data of persons with authority to represent or the approved contact persons on the project exchange. The operator is under no obligation whatsoever to verify or maintain any changes made to the authority to represent. In the case of organizations (legal persons) the operator is authorized to obtain information about person-related data and data of persons with authority to represent or other contact persons.

13. WITHDRAWAL AND BLOCKING OF USERS

As a basic principle registered users who are engaged in active projects on the project exchange, have invested in projects or support them as project experts, project actors, time donors or project mentors may not withdraw from the project exchange until the project has ended. This also applies to Extranet contractants if they actively play one of the above roles. To do so, they must announce their withdrawal by e-mail. In the case of organizations (legal persons) withdrawal can only be effected by a person with authority to represent. The operator's back office then examines the obligations involved in active projects and if obligations have ceased, the existing profiles will be blocked by the operator's back office. This means that these users are no longer visible to other users on the project exchange. Withdrawal will not take effect until the operator notifies users about blocking of the profile by e-mail.

The operator will store the data of registered users for a period of at least 7 years to ensure it is able to comply with any statutory obligations or court orders.

The operator can block a user's access to the project exchange Respekt.net at any time, without being obligated to state its reason(s) for doing so. This will in particular occur following infringement of the terms and conditions of use.

Depending on the severity of the infringement, users may be offered the opportunity of making a comment. Where incorrect person-related data has been given, users will be denied the opportunity of commenting.

The back office can supply the necessary project-related information to users who are engaged in active projects on Respekt.net as project initiators or have invested in active projects as project investors or are involved in active projects as project experts, project mentors or project actors for the duration of the block. If the projects concerned have ended, the provision of such information will at all events be discontinued. The operator is under no obligation as regards this information, which it can discontinue at any time.

Where users feel they have been blocked unjustifiably, they can submit a substantiated objection to the operator's back office at office@respekt.net. If there are sufficient reasons for lifting the block, this can then be ordered.

14. COUPONS

So-called Respekt.net gift coupons with various values are offered for sale by the operator. The coupon purchaser buys gift coupons which may only be given away and invested in projects on the project exchange or in the project exchange itself (= the operator) or in the association Respekt.net.

The purchase of a gift coupon means making a donation in the form of a coupon, with payment being effected for the donation beforehand and redeeming of the coupon merely constituting its dedication for a specific purpose. Dedication of the donation in the form of a coupon is made to support the realization of projects set up by project initiators or to support the activities of the operator's platform or the association Respekt.net without any consideration being given in return and without usufructuary or such property rights or claims being established under the law of obligation vis-à-vis the project initiators, the operator or the association Respekt.net. The purchase of coupons is associated with waiver of the right of revocation.

The monies received when coupons are purchased are managed by the operator using a separate bank account (the "project account" or the "project bank account"), which is not deemed part of the operator's assets.

The purchase of coupons incurs a 12% handling surcharge (incl. sales tax at the statutory rate), which goes to the operator to cover the costs of administration. This sum is remitted from the project escrow account to the operator's account. The handling surcharge allows the operator to cover any charges for financial transactions, discounts with credit card payments, etc. incurred when gift coupons are purchased from the project account. This means that there is no reduction in the value of the purchased coupons on the project bank account, and the full sum is available for investment on the project exchange or for donations to the platform or association.

Coupons are valid for three years from the date of purchase. The expiry date is printed on all coupons issued by Respekt.net. At the end of the three-year period coupons are no longer freely redeemable, and their value is automatically transferred from the project bank account to the operator's bank account as a donation, so supporting the activities of the platform. This ensures that the sum remains a donation.

Coupons can only be redeemed online on the project exchange www.respekt.net, and registration is necessary for this process.

Every gift coupon has a unique combination of numbers to identify it when redeemed. These unique numbers are held by the operator in a database and checked when coupons are redeemed. Every coupon can only be redeemed once.

When a coupon (= investment) is redeemed, the money is either rededicated to a project using a separate project account or transferred to the account of the operator or the account of the association Respekt.net. When gift coupons are purchased, a sum equivalent to the value of the purchased coupons is held in escrow by the operator. When the gift coupon is redeemed, this sum can be dedicated to a specific project (= project investment) or to the activities of the project exchange (= platform donation) or as a donation to the association (= association donation).

Each of these dedications corresponds to a donation or investment according to the terms and conditions of use, except for the obligation that natural persons must have attained the age of majority to purchase donations. Coupons can however be redeemed by natural persons who are not of full legal age.

Where a coupon is dedicated to a project which does not come into being, the gift coupon redeemers will be notified accordingly. They then have 14 days to nominate another specific project by e-mail. Where the operator has not received an answer from the gift coupon redeemers (project investors) after 14 days, this will be taken as consent for the value of the coupon / donated funds to be transferred by the operator to the projects with the next-highest level of financing in descending order.

Repayment of the value of a coupon to a gift coupon purchaser or redeemer is not possible.

Every gift coupon purchaser or subsequent holder of a coupon is personally responsible for keeping it safe. Unauthorized persons should not be given access to coupons. Any coupon

which is redeemed fraudulently or by unauthorized persons will not be replaced by the operator.

Management of the coupons on the operator's project bank account is audited by a well-known firm of auditors, and the certificate of audit subsequently published on the project exchange on an annual basis.

15. RESPEKT.NET EXTRANET

The Respekt.net Extranet allows certain functions of the project exchange www.respekt.net to be made available to a contracting party (either a natural or a legal person) on a non-exclusive basis.

Use of the Respekt.net Extranet always takes place on the basis of a written contract of use, whereby the operator is free to also agree Extranet use without any written contract.

The roles of

- Extranet administrator
- Extranet user

are available to users of the Extranet in all cases. Users with these roles are treated as users within an Extranet application.

Extranet users can vote for projects appearing on the Extranet (one-off voting for a certain project), can dedicate sums of money (one-off dedication of a specific amount or multiple dedication of part of a certain sum of money) or can donate time (time donations in hours with or without a demanded qualification).

Extranet users are obligated to comply with the general terms and conditions of use in the form relevant and applicable to themselves. Under no circumstances shall attempts to access the project exchange www.respekt.net outside of the authorized functions be permitted. Extranet users undertake to solely make personal use of their access and to refrain from giving access to unauthorized persons or making their access data available to such persons.

Extranet users are not visible to the other users of the project exchange. If Extranet users themselves also have a user profile on the project exchange, they will then be visible on the exchange.

Extranet contractants must have a registered user profile on the project exchange www.respekt.net with the user roles of project expert and project actor. The role of project investor or gift coupon purchaser is activated with use of the relevant function.

Extranet administrators are not visible to the other users of the project exchange. If Extranet administrators themselves also have a user profile on the project exchange, they will then be visible on the exchange.

The role of Extranet administrator is associated with the following rights:

- Creation of Extranet users with access rights
- Import of lists of Extranet users with access rights
- Selection of projects on the project exchange www.respekt.net in the formulation phase for exclusive funding (consent of the project initiators is necessary here) on the Extranet
- Selection of projects on the project exchange www.respekt.net in the financing phase for voting on the Extranet, for time donations directly to projects via the Extranet or for funding (consent of the project initiators is necessary here) through the allocation of funds on the Extranet
- Selection of projects on the project exchange www.respekt.net in the realization phase for time donations directly via the Extranet

Selection of projects from a project competition (= campaign) organized exclusively for an Extranet contractant. Extranet users can be authorized for these projects in terms of voting, the allocation of funds or time donations. Extranet administrators are subject to the following obligations:

- It is only permitted to create authorized Extranet users. The lists of users must be maintained independently, and users who are not or are no longer authorized promptly deleted within a reasonable period of time.
- It is only permitted to select projects where any necessary consent has been given by the project initiators or where the projects are made available by the operator exclusively for the Extranet.
- It is not permitted to access the project exchange www.respekt.net from the Extranet outside of the authorizations listed above. Extranet administrators undertake to keep their access data safe and to refrain from aiding any unauthorized access or passing on their access data to unauthorized persons.

The contracting parties are liable vis-à-vis the operator for compliance with the terms and conditions for use of the Extranet and the general terms and conditions for use of the project exchange in a relevant and applicable form.

16. AVAILABILITY AND CHANGES

The operator gives no undertakings, nor is subject to any obligations regarding the availability of the project exchange www.respekt.net or of Respekt.net Extranet applications. The project exchange may cease its service at any time without stating its reason(s) for doing so. This also applies to Extranet applications. Should the project exchange go into liquidation, the rights of the project initiators and project investors as well as gift coupon purchasers and Extranet contractants will be protected within the scope of the bankruptcy provisions.

The operator and its assistants are authorized to make changes to the content of the project exchange or Extranet applications at any time. This in particular applies to the following instances: where content violates the terms and conditions of use, or where users indicate that content involves third-party rights or contravenes current legislation. The operator is under no obligation to investigate or take note of such indications provided by users.

The operator reserves the right to change these terms and conditions of use at any time without stating its reason(s) for doing so. The operator will notify all registered users about changes to the terms and conditions of use in good time. Extranet contractants will receive this information solely via their registered role on the project exchange. Where users fail to make objection to the imposition of new terms and conditions of use within two (2) weeks after such notification, the amended terms and conditions of use shall be deemed to have been accepted by users. In this notification the operator will draw the attention of all users to their right to make objection and the significance of the time period allowed for objections.

In case of imminent danger the operator may also make changes at once. If there exist statutory obligations, court orders or other circumstances which signify imminent danger, the operator may also make changes at short notice or immediately and only notify users afterwards.

The contracting party for all users and Extranet contractants is Respekt.net Betriebsgesellschaft m.b.H., FN 337892a, Alserstraße 21/11, 1080 Vienna/Austria.

As regards the provisions laid down in the terms and conditions of use the operator shall also be entitled to avail itself of the services of other companies for the purposes of contractual performance and exercising of the rights accruing to the relevant contracting party under the present terms and conditions of use.

17. LIMITATION OF LIABILITY

Although the information made available on www.respekt.net has been compiled by the operator with a clear conscience and the best intentions, it makes no claim to be exhaustive and offers no guarantee of correctness.

All users, Extranet contractants and their users must form their own impression of the content posted on the project exchange or in excerpts made available via the Extranet. If users, Extranet contractants or their Extranet users proceed with actions on the project exchange that result in an obligation on their part, they must acquaint themselves with all consequences. The operator will accept no responsibility or liability in this regard.

Liability on the part of the operator for losses sustained by the project initiator on any legal grounds whatsoever (including default, impossibility, defective performance or non-contractual tortious liability) shall be excluded, except where the loss caused by the operator was due to gross negligence or willful intent.

Under no circumstances shall the operator incur liability for consequential damage that was atypical and therefore unforeseeable. Nor shall the operator be liable for damage where its occurrence could have been prevented by the project initiators, project investors, gift coupon purchasers, gift coupon redeemers, project experts, project actors, project mentors, Extranet contractants and their users or other participating users.

Furthermore, claims for compensation against the operator can only be asserted within one year from the date on which such damage and its initiator become known. The limitation period applicable to claims for compensation is thus reduced to one year. The guaranty period is likewise reduced to one year.

The operator shall incur no liability for the activities of the project initiator, project investors, gift coupon purchasers, gift coupon redeemers, project experts, project actors, project mentors, Extranet contractants, Extranet administrators, Extranet users or other participating users, contractants or third parties. Such persons are not agents of the operator. Nor shall the operator incur liability where it has provided advice to the project initiator.

Where claims are nonetheless asserted against the operator by third parties due to text or other content transmitted by project initiators, project investors, project experts, project actors, project mentors, Extranet contractants, Extranet administrators, Extranet users or other participating users, they undertake to hold harmless and indemnify the operator in this regard.

18. PRIVACY POLICY

The operator is permitted to display information which was uploaded or entered in the user profile of any user in the areas of the project exchange provided for this purpose. Here it is necessary for each user to accept these provisions of the privacy policy. It is thus not possible to access the areas of the website subject to registration without confirming the privacy policy provisions. Personal data and contact data can be entered in the "My Profile" menu so that it is not visible to the public. As a registered user you will also receive the project exchange newsletter when you confirm the terms and conditions of use. You can however revoke mailing of the newsletter at any time.

In individual cases, the operator may also use the names, profession, age and photographs from user profiles for the purpose of promoting the project exchange, including outside of the Internet, after having obtained the consent of the person concerned.

Respekt.net encourages dialog about projects by issuing the newsletter and other information to project initiators, project actors, project experts, project mentors, gift coupon purchasers, gift coupon redeemers,, Extranet contractants, project investors, time donors and individual users. Here the operator merely transmits the original information supplied by the project initiators at the specific request of users. Users can however revoke their consent for mailing at any time. There is no obligation whatsoever for the operator to report about a certain project. On request project investors will be constantly provided with information about new projects in the financing phase via Respekt.net (either key topics or in general).

The operator encourages contact with projects by issuing the newsletter and other information about projects (either key topics or in general). Mailing of the newsletter can be revoked at any time. There is no obligation for the operator to report about a certain project or in any specific form.

The project initiators, project investors, time donors, gift coupon purchasers, gift coupon redeemers, project experts, project actors, project mentors, Extranet contractants, Extranet administrators, Extranet users and individual users, referred to below as the users, explicitly give their consent in accordance with the Data Protection Act that the operator may collect, process and utilize personal data (name, address, telephone number, date of birth, birthplace, e-mail address, profession, nationality, bank details, age and photographs of users) in order to fulfill all terms of the contract, in particular for the reciprocal provision of information.

Such authorization is not associated with any entitlement on the part of the operator to make commercial use of the project which goes beyond the above or to pass on user data. Users however consent to their personal data being passed on to the association Respekt.net for the purpose of fulfillment of the association's statutory obligations. It is specifically forbidden for the association Respekt.net to pass on such data to third parties. This excludes projects with thank-you gifts, as following donations it is necessary to pass on data to third parties to enable delivery of the gift.

Users outside of Extranet applications explicitly authorize the operator to publish on the project exchange such personal and project-related data (as required for description of the project, for its promotion, for description of the result/the question of attainment of the objective and for management), fields of interest, in addition to relevant articles.

Users outside of Extranet applications give their consent for the operator to process and utilize this data, in particular for repeated mailing of the newsletter. Project experts additionally give their consent for the operator to also publish information about the expertise of users on the project exchange.

Personal data and contact data can be entered by users outside of Extranet applications under the menu item "My Profile" so that it is not visible to the public. Users can also make selections under the menu item "My Profile" to prevent search engines from retrieving their data.

This consent relating to the provisions of the privacy policy and to the terms and conditions of use may be revoked by in writing by users in individual cases. In the event of such revocation, Respekt.net reserves the right to annul the present contract of use and block access to the project exchange.

19. MISCELLANEOUS

Austrian law shall apply here, to the exclusion of its conflict of laws provisions referring to foreign legislation and UN Law on the International Sale of Goods.

The legal venue shall be Vienna. Where the defendant is a consumer, his/her place of general jurisdiction shall apply.

All declarations transmitted to the operator by users in the framework of these terms and conditions of use must be made in writing and forwarded to the address of the operator or by e-mail to office@respekt.net.

Should any provision of these terms and conditions of use be invalid, the other provisions shall remain unaffected thereby. The invalid provision shall be superseded by a provision with legal effect which comes closest to the economic purpose of the invalid provision. This shall likewise apply to any omission in the provisions.