

**TERMS OF USE OF THE CROWDFUNDING PLATFORM WWW.RESPEKT.NET
OPERATED BY RESPEKT.NET-BETRIEBSGESELLSCHAFT M.B.H**

(As of 10th May 2017)

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1. GENERAL PROVISIONS

The following provisions shall apply between Respekt.net-*Betriebsgesellschaft m.b.H.* (*Firmenbuchnummer* FN 337892¹; which is owned to 100% by the non-profit Association Respekt.net with the *Zentrales Vereinsregisternummer* 389872535²) and all users of the website. You gain access to all the information provided by the Respekt.net-*Betriebsgesellschaft m.b.H.* (short *Betriebs-GmbH*) and the Association Respekt.net (short Association) as well as to the content of other users either directly on the website www.respekt.net or via a Respekt.net Extranet application (short Extranet), a direct donation option of a project partner or a donation via mobile app. The present Terms of Use of the *Betriebs-GmbH* shall apply to all activities on the website www.respekt.net (short also Crowdfunding Platform) and to Extranet applications as well as to mobile app connections. Unless the terms of use or general terms and conditions of users, Extranet contractors, project partners or mobile app partners become part of a separate contractual agreement with the *Betriebs-GmbH*, they are not applicable.

Hereinafter the term users refers to project initiators, project donors, creators of donor groups or double groups, guest donors, coupon buyers, coupon redeemers, donors of time, project experts, project actors, Extranet contractors, project fans as well as simple users. The Terms of Use shall apply to Extranet administrators and Extranet users in a way which is reasonably applicable to their restricted user rights.

Access to the Crowdfunding Platform is available via various options. All freely accessible areas as well as the static content is open to all anonymous users of the Crowdfunding Platform. They shall not be able to create or submit projects or take part in a voting. The present Terms of Use also apply to anonymous users. This also includes guest donors. They can only make an anonymous donation of up to 100 euros.

If you register on Respekt.net, a user account is created for you and you can view details of projects, create projects and perform many other actions. You shall be considered a “simple” or “registered” user on the Platform. Further, as a registered user you shall be allowed to create an organisation (legal entity) which is likewise considered a registered user. A user account shall not be created for guest donors and, therefore, they shall not be able to view any details of projects or create any projects (see point 12).

Partially different provisions apply to users of Respekt.net Extranet applications (see point 14).

¹ Translator's note: commercial register's number

² Translator's note: number of the register of associations

2. REGISTRATION ON WWW.RESPEKT.NET

If you want to raise financial support (money donations) with a project on www.respekt.net, you have to complete your user profile after the login using the menu option “My profile” (on the right above the slider image area). During the online registration process you can set your own username and password. Mandatory fields of the registration include first name and surname as well as email address and date of birth.

Immediately after the registration process you receive an email about the creation of your user account. You have to complete your registration by clicking on a confirmation link. We hereby prevent other people from wrongly logging in using your email without your knowledge and, furthermore, we ascertain that the provided email address is correct.

You can also register on and continually log in to www.respekt.net using Facebook Connect (see Facebook Connect button after clicking on register at the top right). If you do not use your real name on Facebook, you shall correct your first name and surname in your user data (menu option “My profile”). A registration without indication of the correct first name and surname on www.respekt.net is prohibited.

During the registration process you shall confirm that you accept the present Terms of Use of the Crowdfunding Platform www.respekt.net. You can download the Terms of Use (menu option Download of the service navigation at the bottom) or print them out directly using the link provided. Without accepting these Terms of Use an access to all areas which require registration is precluded.

If you make an offline donation of more than 100 euros (= payment of a donation directly into the project account of the *Betriebs-GmbH* outside the framework of the Crowdfunding Platform), you are registered as a project donor by the Respekt.net office of the *Betriebs-GmbH* based on your bank statement information. If you make an offline donation of less than 100 euros, you are registered automatically as a guest donor by the Respekt.net office of the *Betriebs-GmbH* based on your bank statement information, but no profile is created. Your donation appears at the project you stated. You accept the Terms of Use of the Crowdfunding Platform with your offline payment (see point 7).

Only natural persons who have unlimited legal capacity (legal age of majority, *Mündigkeit*³, *bestellter Sachwalter*⁴) or legal entities (organisations) shall assume the roles as project initiators, project experts, project donors (if this role is activated by means of a donation and not by redeeming a coupon), guest donors, creators of donor groups or double groups and coupon buyers. Natural persons who have not yet reached the legal age of majority can assume the role as coupon redeemer, simple user, project fan and project actor.

³ Translator's note: A concept which defines a minor who has reached the age of consent for age-appropriate contracts and may be held responsible before a criminal court (in Austria at the age of 14).

⁴ Translator's note: A deputy appointed by law for persons (at least 18 years old) who are not able of exercising their legal capacity without getting a disadvantage for themselves because of a mental disability or mental illness.

In order to verify the legal age of majority, the correct indication of the date of birth in the user profile (menu option "My profile) is required. Only after entering the date of birth, access to areas requiring unlimited legal capacity is granted. Guest donors confirm that they have reached the legal age of majority with their money transfer.

Donations via a direct donation option: If you make your donation directly at the website of a project partner and if you are directly linked from this website to the payment platform of our Internet payment provider, it is considered to be a direct donation option. If you make a donation to a project using the direct donation option of a project partner, depending on the direct option solution you are either registered or your provided data is only documented in our database. Therefore, your direct donation is shown on the Crowdfunding Platform either under your name or under the name of a specific direct donation user of the project partner. If you are not registered, you cannot use the other functions of the Crowdfunding Platform. You accept the Terms of Use of the Crowdfunding Platform with your payment via direct option of a project partner. After your donation has been made, you return to the website of the project partner.

Donations via mobile app: Depending on the mobile app, you are either registered during the donation process or your provided data is only documented in our database. Therefore, your donation is shown on the Crowdfunding Platform either under your name or under the name of a specific collective user of the mobile app partner. If you are not registered, you cannot use the other functions of the Crowdfunding Platform. You accept the Terms of Use of the Crowdfunding Platform with your payment via mobile app. A donation is considered to be a donation via mobile app if you make a donation for a project on www.respekt.net via the website of a mobile app provider or via SMS, MMS or any other mobile communication service. After your donation has been made, you remain on the mobile app of the partner and do not return to the website www.respekt.net. A maximum amount of 100 euros is set for donations via SMS, MMS or any other mobile communication service.

Donations on the Platform: Guest donors can donate up to 100 euros without having to create a profile. However, the donation is recorded in the system and is shown under the provided name and email address on the Platform at the project for which the donation was made. The option of a guest donation was set up in order to quickly and effortlessly make a donation of up to 100 euros.

3. GENERAL RESPONSIBILITY OF ALL USERS ON THE CROWDFUNDING PLATFORM

The Crowdfunding Platform www.respekt.net commits to the values of respect, tolerance, openness and solidarity as well as to the Universal Declaration of Human Rights of the United Nations. The users agree to being respectful when interacting with each other and regarding all other actions which are connected to the performance of these services.

All users must check themselves that their activities on the Crowdfunding Platform do not violate the applicable law or the accepted principles of morality or the rights of third parties (especially copyrights, trademark rights, the right to use a name or any other personal rights, etc.).

In particular, it shall be unlawful for all users to post, publish or set any of the following content, or to place a link containing any such content or to refer to it, or to enable or offer any access to any such content:

- content which contradicts the above listed values respect, tolerance and openness when interacting with other users or all humans;
- content which incites illegal activities or violence;
- misanthropic, violent or racist remarks or content;
- content which is pornographic, obscene, otherwise immoral or harmful to juveniles;
- false allegations, offensive or abusive language;
- misleading content or offers;
- unlawful and/or criminal content or content which violates the rights of third parties or leads to claims for compensation or damages.

The *Betriebs-GmbH* reserves the right to delete any such content including all references thereof from the Crowdfunding Platform. All users of the Crowdfunding Platform, of direct donation options of project partners, and of Extranet applications are requested to report any such content immediately to the Respekt.net office office@respekt.net. The same applies to operational problems or safety deficiencies.

All users are fully responsible for their own content, comments, remarks or other behaviour on the Crowdfunding Platform and in Extranet applications. The *Betriebs-GmbH* provides the Crowdfunding Platform, but does not check the texts or any other content entered by the users. The *Betriebs-GmbH* is not liable for remarks or the content posted by users.

Registered users and Extranet users must store their access data in a safe place and prevent unauthorised access. It is prohibited to transmit access data like the username and the password.

All actions which lead or could lead to an unauthorised access of the databases of the Crowdfunding Platform are prohibited. Actions which limit or jeopardize the smooth operation of the Crowdfunding Platform are also prohibited. The *Betriebs-GmbH* is allowed to exclude users in violation of these rules from accessing the Crowdfunding Platform or Extranet applications without notice.

4. POSSIBLE ROLES ON THE CROWDFUNDING PLATFORM

All users shall provide accurate and complete personal details (this applies to natural persons [= private persons] as well as legal entities [= organisations]). Further, this obligation also applies to offline donors who pay directly into the project account of the *Betriebs-GmbH* or to donors who donate for projects via a direct donation option or a mobile app and to guest donors.

Users of Extranet applications are created and entitled using a separate procedure (see point 14).

They can select the role of a project expert or a project actor directly in their user profile (menu option "My profile). They can also assume several roles at the same time. If they do not select a role or rather do not assume a role through an activity, they are deemed simple users on the Platform.

Each role specified hereafter is associated with different options for action:

- **Project initiators** submit projects online and are able to edit or change them until the start of the financing phase. Other registered users can contact them on www.respekt.net with regard to their projects.
- **Coupon buyers** buy Respekt.net coupons online and can either redeem them themselves or give them to other people. In order to redeem a coupon of over 100 euros, a registration is required. Guest donors can buy and redeem coupons of up to 100 euros.
- **Project donors** donate money to projects on the Crowdfunding Platform and can contact project initiators. Project initiators can contact them (if their contact information is visible publicly) on Respekt.net with regard to the funding of projects.
- **Guest donors** can make a donation of up to 100 euros without having to register. They can buy and redeem coupons. No profile is created using their data. Nonetheless, they appear as project donors but are not considered users.
- **Creators of donor groups** create a donor group and invite other users or non-registered people to become members of the group and to raise money for a project together.
- **Creators of double groups** create a donor group with a doubling feature and invite other users or non-registered people to become members of the donor group and to raise money for a project together, so that the amount will be doubled by the creators of the double group.
- **Donors of time** donate time to projects and appear as donors of time directly at the respective project. Project initiators can contact them on Respekt.net with regard to using their time donation.
- **Project fans** have declared themselves fans of a project. They appear as fans at the respective project.

- **Coupon redeemers** redeem coupons. In contrast to project donors, who donate money directly, coupon redeemers do not need to have reached the legal age of majority. Registration is required when redeeming a coupon of more than 100 euros. Guest donors can redeem a coupon of less than 100 euros without a registration. However, only natural persons who have reached the legal age of majority or organisations are allowed to buy a coupon.
- **Project experts** can offer project initiators their technical expertise and contact project initiators. Project initiators can contact them on www.respekt.net with regard to their content-related support of projects.
- **Project actors** can offer their time or organizational support to project initiators and contact project initiators. Project initiators can contact them on www.respekt.net with regard to their organisational support.
- **Project supervisors** are employees of the *Betriebs-GmbH* or authorised voluntary participants who provide administrative support for a project.
- **Project partners** are natural persons who or legal entities which have reached an agreement on a direct donation option with the *Betriebs-GmbH* or have been entitled to a direct donation option by the *Betriebs-GmbH*.
- **Mobile app partners** are natural persons who or legal entities which have reached an agreement on a mobile app connection with the *Betriebs-GmbH* or have been entitled to a mobile app connection by the *Betriebs-GmbH*.
- **Extranet contractors** are natural persons who or legal entities which have concluded a contract for an Extranet application with the *Betriebs-GmbH* or have been entitled to an Extranet application by the *Betriebs-GmbH*.
- **Simple registered users** can navigate the platform, view projects and comment on them.

If explicit consent is given to mailings on the Crowdfunding Platform, users may receive information mailings relating to their roles via email from the *Betriebs-GmbH*. Moreover, there are automated mailings (confirmation emails) which are triggered by actions on the Crowdfunding Platform and which cannot be cancelled. **In addition, information about changes to these Terms of Use cannot be cancelled.**

5. RULES FOR PROJECT INITIATORS

Project initiators present socio-political projects on the Crowdfunding Platform www.respekt.net and seek technical, organizational and/or financial support from third parties in order to implement them. Special obligations of diligence arise from this for project initiators:

Project initiators shall provide accurate information about personal details and the submitted project.

Project initiators shall prove their identity.

They expressly authorise the *Betriebs-GmbH* to verify personal details and to enforce the provisions of these Terms of Use as well as to let the authorised service provider query the *Zentrales Melderegister (ZMR)*⁵ for natural persons or in the case of legal entities (organisations) the *Vereinsregister*⁶ or the *Firmenbuch*⁷. If the personal details stated do not fully match with the information provided by the *ZMR*, *Vereinsregister* or *Firmenbuch*, they are requested to correct them. If the correction is not successful, the user account of the project initiator in question is frozen.

As soon as the money is transferred to the bank account indicated by the project initiators, they shall be solely responsible for using the funds as intended.

Project initiators agree that the *Betriebs-GmbH* or a third party authorised by them is allowed to inspect or check the submitted project and the use of the promised funds at any phase of the project and they shall outline the success of the project and the project accounting to the *Betriebs-GmbH*. The *Betriebs-GmbH* is not obliged, but is entitled to, verify the results or the documentation of the project.

If a project is cancelled, a contract of a project is cancelled or the funds are not used as intended, project initiators shall refund the funds.

The general rule, which applies to the Crowdfunding Platform Respekt.net, establishes that the demands for the documentation of a project increase in relation to the amount of financial support provided by third parties. Projects with a target budget of more than 3,000 euros have a separate project contract, which contains more rules for project initiators.

Only registered users can create projects for what is known as the formulation phase. All fields of the online project form marked with * are mandatory and shall be filled with accurate as well as current information. The *Betriebs-GmbH* verifies whether a submitted project complies with the values of the Crowdfunding Platform www.respekt.net (see point 3). It is only on such condition that a project is accepted and remains in the formulation phase.

⁵ Translator's note: central register of residents

⁶ Translator's note: the register of associations

⁷ Translator's note: commercial register

During the formulation phase projects can still be modified. It is already possible to seek support of project experts and project actors. Without their verifiable consent, project experts and project actors shall not be added to a project by project initiators.

If a project initiator considers a project to be ready, it can be registered (by clicking on "request examination" in the menu option "status") for the financing phase (period of time during which money can be donated for the project). For the financing phase, all fields of the project registration form or of the project description of the respective project must be filled with accurate and complete information. The filling is verified automatically. You immediately receive a notification about missing information. If the automated examination was successful, a project supervisor of the *Betriebs-GmbH* verifies and, if all conditions are met, releases the project for the financing phase. This means that the project cannot be modified anymore and is fully visible to all registered users.

In addition, a project contract shall be concluded for projects with a target budget of more than 3,000 euros. Only if both parties sign the contract, a project with a target budget of more than 3,000 euros is released for the financing phase. Apart from the provisions set out herein, it is for the *Betriebs-GmbH* to assess whether and when it considers a project contract to be necessary.

With regard to the presentation of the project on the Crowdfunding Platform and all content related therewith on the Crowdfunding Platform, project initiators transfer all necessary rights of use (copyright, trademark right, right to use a name, etc.) to advertise and document the project to the *Betriebs-GmbH*. The rights of use are only transferred to such an extent that is necessary for advertising and documenting the project by the *Betriebs-GmbH* and for presenting the project on the Crowdfunding Platform. The granting of the rights to the extent described is non-exclusive. The *Betriebs-GmbH* is fully entitled by the project initiators to use the submitted projects in order to advertise Respekt.net and the Crowdfunding Platform www.respekt.net as well as other projects of Respekt.net. The *Betriebs-GmbH* shall not be entitled to a commercial use outside the context of the Crowdfunding Platform and projects related therewith or similar activities.

Starting from the beginning of the financing phase on the Crowdfunding Platform www.respekt.net until the moment the funding fails or rather until one year after the successful funding of a project, project initiators shall offer the following rewards for the advertisement or rather for the partial or full financing on [respekt.net](http://www.respekt.net):

- On all project related publications (such as emails, newsletters; posts on Facebook, Twitter, etc., websites, leaflets, brochures, etc.) of the project initiators a textual reference to the cooperation with the Crowdfunding Platform www.respekt.net and, where technically possible, a link to the project on the website [respekt.net](http://www.respekt.net) is placed. After the successful funding of the project, a reference to the full or partial funding by the Crowdfunding Platform www.respekt.net is made and a link to the successfully funded project is placed for the duration of the project.

- On the website of the project initiators a textual reference to using the Crowdfunding Platform www.respekt.net is made by showing the Respekt.net logo and a link to the active project in the financing phase is placed prominently visible. After the successful funding of the project, a reference to the successful funding on the Crowdfunding Platform www.respekt.net is made as well as the Respekt.net logo and a link to the successful funded project is placed prominently visible for the duration of the project.
- Information documents of Respekt.net are displayed at all project related events of the project initiators during the funding period and up until one year after the successful funding of a project.
- Where possible, the project initiator points to the full and partial funding via the Crowdfunding Platform www.respekt.net at lectures, interviews, radio or television appearances or rather reports on the project.

If the target budget of a project is reached during the specified time period of the financing phase, the project can be implemented using the funds.

In accordance with these Terms of Use or in the event of projects of more than 3,000 euros in accordance with the project contract, the project initiators receive the target budget as well as, where applicable, the support of people who offer their time and/or expertise. Further, they receive a bill of the *Betriebs-GmbH* about an interchange fee (statutory VAT included) and shall pay it to the *Betriebs-GmbH*. The interchange fee depends on the amount of the target budget:

up to 15,000 EUR: 10 percent gross

15,000 EUR - 50,000 EUR: 5 percent gross

from 50,000 EUR: 2.5 percent gross

For thank-you and/or permanent projects, there is a surcharge of 2 percent gross to the interchange fee.

The *Betriebs-GmbH* retains the interchange fee when transferring the money from the project account. The *Betriebs-GmbH* covers all expenses on monetary transactions and account administration charges of the separately managed project banking account of the *Betriebs-GmbH* itself.

Funds for projects with a target budget of up to 3,000 euros are generally managed on the separate project account of the *Betriebs-GmbH* and are credited to the indicated banking account of the project initiators after reaching the target budget and completely crediting the donations into the project account. For projects with a target budget of more than 3,000 euros, for permanent projects or on the grounds of important reasons (e.g. for non-profit associations which can tax-deduct donations), other agreements are possible.

For reasons of fairness the project initiator is not allowed to enter in direct contact with donors of the Platform Respekt.net - apart from donors to the own project. In particular, it is prohibited to communicate with donors of projects which have not yet

reached their funding goal and this can lead to a premature cancellation of the contract.

The project banking account is managed separately by the *Betriebs-GmbH* and does not belong to the assets of the *Betriebs-GmbH*. The financial management of the project banking account of the *Betriebs-GmbH* is verified separately by a renowned audit firm and the auditor's report is published annually in hindsight on the Crowdfunding Platform.

As of receipt of the funds of the project donors, project initiators are responsible for using them as intended.

The *Betriebs-GmbH* shall not be held liable for finding enough donors or whether they actually pay their donations if they express something like this on the Crowdfunding Platform.

If the target budget is not reached, the people who offered to participate are still at disposal, but project initiators are not entitled to any donations that may have been made. Different provisions apply to permanent projects which receive the collected donations as scheduled according to the agreement. Regarding all other projects, if the target budget is not reached, it is for the project donors to decide what happens with the donations.

A request may be sent to the project initiators to ask whether a project can be combined with another project of a similar content to make a funding more likely.

Project initiators can become project partners for direct donation options. A direct donation option requires an active project in the financing phase and an examination of the fitness for purpose and sustainability of the project partner. The *Betriebs-GmbH* is not obligated to establish a direct donation option for a project. The same provisions which apply to all other donations also apply to donations which are received via a direct donation option. Depending on the direct donation option, donations are shown either at the respective user or at the own direct donation user of the project partner. If the funding of a project via direct donation option is completed, the direct donation option is not maintained.

Project initiators can receive requests from Extranet contractors for making their project non-exclusively or exclusively available during a limited time period for an Extranet application. If it is agreed to exclusively transmit the project to an Extranet, the project is going to be invisible to users outside the Extranet application for a limited time period. As soon as the agreed upon period of time is completed, the Respekt.net office of the *Betriebs-GmbH* is going to make the project visible again to all users.

The project initiators shall document as well as outline the success of the project and the project accounting to the project donors and the *Betriebs-GmbH*. Used time donations and expert knowledge shall be documented.

During the funding and implementation phase of projects, project initiators shall give information on the development of their project on a regular basis (at least quarterly) via their project profile.

Project initiators of a project with a target budget of more than 3,000 euros shall release a project conclusion report within four weeks after the date of the completion or cancellation of the project. The conclusion report shall be recorded at the respective project on www.respekt.net in the section "conclusion report". The minimum requirements for the conclusion report are: the conclusion report form shall be filled out completely and in detail online, four digital photos, the overall statement of account and the copies of invoices in relation to the expenses which were made with the funds gained via Respekt.net shall be uploaded.

For the *Betriebs-GmbH* the project is deemed completed with the handing over of the project conclusion report and the project is shown on the Crowdfunding Platform for at least a year.

In general, as long as the Crowdfunding Platform www.respekt.net exists, submitted projects are visible to the public without any limitations. This corresponds to the vision of an open and accessible database of projects and project ideas for users on the internet. Therefore, it is not intended to delete projects. Exceptionally, a request can be made to the *Betriebs-GmbH* for deleting a project from the pool of ideas. The *Betriebs-GmbH* is not obliged to take any action and to follow the wish of a deletion. Projects which were in the financing phase shall be deleted at the earliest seven years after the successful funding or failing or cancellation during the financing phase in order to respect the statutory retention period.

6. RULES FOR PROJECT DONORS

The *Betriebs-GmbH* provides a crowdfunding platform for project donors so that submitted projects, projects which are currently in the implementation phase, and successfully implemented projects for social development can be viewed and so that projects in the funding phase can be implemented with the help of donations.

Project donors are natural persons or legal entities donating for projects of project initiators on the Crowdfunding Platform Respekt.net. In this context, donating signifies giving money irrevocably (meaning giving a present) to project initiators by either paying into the project account of the *Betriebs-GmbH* or into the account of the project initiators indicated by the *Betriebs-GmbH*.

Once the payment has been received in the designated account, the donation becomes valid. When redeeming a Respekt.net coupon, the donation becomes valid if the payment of the coupon purchase is received (see point 14).

If a project meets all the requirements for the creation of a project, it becomes visible to all project experts. Project donors can announce themselves to project experts in their respective user profile and, consequently, all projects are visible to them. It is possible to see whether a project is in the formulation, funding or implementation phase. Project initiators can still modify projects during the formulation phase. When entering the financing phase modifications are not possible any longer. Only when a project enters the financing phase, donations can start to be made. If project donors are registered or logged in, they can view all projects which are in the financing phase.

The money donation of project donors serves as support to the implementation of projects of project initiators without a service in return and without creating any ownership rights, claims similar to ownership claims or other claims against project initiators or the *Betriebs-GmbH*. Project donors waive their right to withdraw the money donation. These provisions apply to all project donors.

In general, payments shall be made online via the offered payment methods into the project banking account of the *Betriebs-GmbH*. Online payments can be made for one project or for more projects using the project basket option.

Further, payments can be made offline via a transfer from a banking account or in cash (see point 7).

The common transfer charges, discounts for credit card payments, EPS or PayPal payments as well as account administration charges of the project banking account of the *Betriebs-GmbH* are covered by the *Betriebs-GmbH*. The *Betriebs-GmbH* shall not cover transfer charges or discounts for donations of less than ten euros made via mobile app. In this case, the *Betriebs-GmbH* shall only credit the amounts effectively received. Donations via mobile app (SMS, MMS, etc.) shall only be accepted up to a maximum amount of 100 euros on the Crowdfunding Platform.

Project donors receive information on the levels of funding of a project from the Respekt.net *Betriebs-GmbH* via the Crowdfunding Platform.

If project initiators do not receive the donations from the *Betriebs-GmbH* because the target budget was not reached, it is for the project donors to decide what should happen to the money they donated to the project. The *Betriebs-GmbH* sends project donors the information that the target budget was not reached and as a result they have 14 days to name a different specific project. If the *Betriebs-GmbH* does not receive a notice from the project donors after 14 days, the *Betriebs-GmbH* shall consider this as a consent to transfer the money to the projects with the next highest level of funding in a descending order. Therefore, project donors do not have any compelling inconvenience if a target budget is not reached and can be sure that their donation is transferred to a different project of importance to the civil society.

If project donors do not agree to any of the proposed alternative possibilities of use, they shall notify the *Respekt.net-Betriebsgesellschaft* about their wish to have their money returned and state their address (if not mentioned in their user profile), their date of birth (if not mentioned in the user profile), their account number and account details via email within 14 days after receiving the information about their designated project deemed not funded. If the *Betriebs-GmbH* shall not have received a written request from project donors to return the money after 14 days, it shall consider this as a consent to transfer the donation to projects with the next highest level of funding in a descending order

If a project chosen by project donors who made a donation via a direct donation option of a project partner or via mobile app and who were not registered failed during the financing phase, the donations shall always be automatically transferred to projects with the next highest level of funding in a descending order.

The *Betriebs-GmbH* concludes a project contract with project initiators of projects with a target budget of more than 3,000 euros before the money is paid to the project initiators or before the account of the project initiators into which payments shall be made is announced. With regard to projects with a target budget of up to 3,000 euros, these Terms of Use shall become an integral part of the contract and a payment can be made without the conclusion of a separate project contract.

The *Betriebs-GmbH* shall neither be liable nor responsible to project donors for the intended use of the donations by the project initiators. Ultimately, the project initiators are solely responsible to use the donations as intended as well as to provide an outline of the progress of the project or the project conclusion report as well as the project accounting. The *Betriebs-GmbH* shall carry out spot checks of the use of the funds. In general, the use of the funds for projects which are implemented outside of Austria shall not be examined by the *Betriebs-GmbH*. Therefore, it is explicitly pointed out to users that in relation to projects outside of Austria only their own judgment can be the basis of their decision.

However, project donors shall be able to request the examination of projects at their own expenses. On demand of the *Betriebs-GmbH*, these examination charges shall be paid to the *Betriebs-GmbH*.

On important grounds, the donation can be reclaimed from the project initiators by the *Betriebs-GmbH*. In the event that a donation is reclaimed because of a project

contract, project donors shall now already instruct and authorise the *Betriebs-GmbH* to reclaim it and shall irrevocably cede their rights of recovery to the *Betriebs-GmbH*. The *Betriebs-GmbH* shall receive the interchange fees plus any non-recoverable costs of the recovery. The *Betriebs-GmbH* refunds - at most distributed proportionally to the payments made by the donors - the remaining amount of the recoverable part to the donors. This shall not apply to project donors who made their donation via direct donation option of a project partner or via mobile app and who were not registered personally. The *Betriebs-GmbH* determines in its sole discretion whether the recovery is (legally and financially) reasonably practicable. If a recovery is not made or is not successful, the *Betriebs-GmbH* shall not be liable to project donors.

The *Betriebs-GmbH* shall neither be liable for the examination of the project nor for its implementation. Project initiators are solely responsible for the project.

Project donors shall only make a deposit from an identified banking, credit card or PayPal account of countries where all banks have committed to comply with the international money laundering provisions. Project donors are solely responsible that their transfers comply with all legal and tax requirements. The common transfer charges as well as discounts for credit card payments are covered by the *Betriebs-GmbH*. This shall not apply to donations of less than ten euros made via mobile app. In this case, the *Betriebs-GmbH* shall not cover the charges and discounts. The interests of the project account of the *Betriebs-GmbH* accrue to the *Betriebs-GmbH* and, therefore, neither project donors nor project initiators are entitled to them. Interests cover the interchange fee as well as the administrative costs arising for the *Betriebs-GmbH*.

Project donors shall provide their identification details (the full name in the case of natural persons and the number of the *Vereinsregister* or *Firmenbuch* in the case of legal entities) completely and accurately. Guest donors confirm with their transfer that they are older than 18 years and, hence, have reached the legal age of majority. If personal details or information of legal entities change during the duration of a project, project donors shall announce this. Donations which cannot successfully be assigned to a project and appear on the project account of the *Betriebs-GmbH* shall be used to support the purpose of the Crowdfunding Platform www.respekt.net.

In the event that a donation shall be refunded to the project donor, the mandatory information for a transfer (full name, address, date of birth for natural persons, account number IBAN and BIC) must have been provided accurately and completely.

Project donors shall support the *Betriebs-GmbH* in a reasonable manner to resolve any suspicion on money laundering. If the project account of the *Betriebs-GmbH* receives a donation of more than 1,000 euros without being able to sufficiently identify a project donor, the amount is transferred to a blocked account and the Austrian authorities responsible for dealing with suspicions of money laundering are informed. When donating more than 10,000 euros, project donors shall sign these Terms of Use additionally in writing.

If the project donors are natural persons or legal entities liable to pay tax in Austria and the receivers of the donations are organisations subject to § 4 a Zif. 3 and 4

EStG (Einkommenssteuergesetz⁸) which means that they can tax-deduct donations because they are a charitable association; or subject to § 4 a Zif. 1 EStG which means that they can tax-deduct donations because they are considered as donations for a scientific purpose (see <http://www.bmf.gv.at/Steuern/Fachinformation/Einkommensteuer/AbsetzbarkeitvonSpenden/>), the *Betriebs-GmbH* tries to establish a process (payment into an account under the control of project initiators) which enables a tax approval for the donated amounts. The project initiators shall cover any possible costs arising for the *Betriebs-GmbH* due to this process. The *Betriebs-GmbH* shall not have to offer such a process.

The project banking account is managed separately by the *Betriebs-GmbH* and does not belong to the assets of the *Betriebs-GmbH*. The financial management of the project banking account of the *Betriebs-GmbH* is verified separately by an external audit firm and the auditor's report is published annually on the Crowdfunding Platform in hindsight.

The *Betriebs-GmbH* shall make all project donors and their donations available to the public in accordance with the privacy policy which has been accepted by all users. The name and the profile picture of project donors is shown at the respective project. In the event of a guest donation (of less than 100 euros), only the name is shown and not the profile picture. The amounts per project donor are shown in the section overview of the donors. Project donors are allowed to restrict the publication of their personal details on the Crowdfunding Platform. Anonymous donations on the Crowdfunding Platform are prohibited.

All these provisions about transparency also apply to project donors who donated via a direct donation option of a project partner or via mobile app and who were registered personally.

All provisions above also apply in the same way to Extranet contractors who use an allocation of donations by voting or a direct money allocation within the framework of an Extranet application. On the Crowdfunding Platform, Extranet contractors are registered users who assume the role of project donors upon transfer of the project donation and receipt of the amount of the donation on the project account. Users of Extranet applications do not appear on the Crowdfunding Platform as project donors, unless they also act as registered users outside of the Extranet application.

6.1.

SPECIAL CASE: PROJECTS WITH THANK-YOU GIFTS

With the consent of the *Betriebs-GmbH*, project initiators can also offer projects with thank-you gifts on the Crowdfunding Platform. A target budget of at least 3,000 euros shall be necessary. The *Betriebs-GmbH* shall not be obliged to allow projects with thank-you gifts in general or in a particular case.

Project initiators can offer thank-you gifts to project donors either according to the amount of the donations or regardless of the amount of the donation. These gifts are

⁸ Translator's note: The applicable Austrian law about the income tax.

offered independently from the *Betriebs-GmbH* by project initiators who are solely responsible for them.

Project initiators shall specify in detail the thank-you gift or gifts in the project description and shall accurately outline the value and condition of the offered gift.

Project donors shall seek their own independent advice with respect to the offer and decide themselves whether or not to consider the offer when donating.

The *Betriebs-GmbH* shall not be held liable for the activity of project initiators when they offer thank-you gifts. These persons are no agents of the *Betriebs-GmbH*. Further, the *Betriebs-GmbH* shall not be held liable for any piece of advice given to project initiators.

In order to receive a thank-you gift, project donors shall send their name, address as well as email address to project initiators. Project donors who have not provided their address in their user profile cannot receive a thank-you gift.

Project initiators, who offer thank-you gifts, shall receive from the *Betriebs-GmbH* on request a list of the project donors with the first name, surname and address in order to send or rather hand over at their own expenses and risk the thank-you gift to the project donors. Project initiators can also hand the thank-you gifts over at a specific place. It shall then be up to the project donors to collect the thank-you gifts at this specific place. The *Betriebs-GmbH* does not accept any claims or requests concerning the thank-you gifts. They shall solely be addressed to the respective project initiators.

Project initiators shall specify the way of delivery of the thank-you gifts in detail in the project description.

Project initiators shall always conclude a project contract for projects with thank-you gifts with the *Betriebs-GmbH* and shall indemnify and hold harmless the *Betriebs-GmbH* against any complaints arising from the thank-you gifts.

Contrary to projects without thank-you gifts, a surcharge of 2 percent gross shall be paid to the *Betriebs-GmbH* when doing the accounting for projects with thank-you gifts because of the higher interchange costs, and this surcharge is retained from the stated donation amount by the *Betriebs-GmbH* (see point 5).

In the newsletter and on the Crowdfunding Platform, projects with thank-you gifts are provided with additional information or are labelled by the *Betriebs-GmbH*, but it shall not be obliged to do so.

6.2.

SPECIAL CASE: PERMANENT PROJECTS

Subject to the consent of the *Betriebs-GmbH*, project initiators shall be allowed to present projects, which raise money permanently, on the Crowdfunding Platform. The *Betriebs-GmbH* is not obliged to allow permanent projects.

Permanent projects only have a fictitious target budget, which can be adjusted as soon as the level of funding exceeds 40%. This is intended to guarantee that permanent projects cannot become part of a project final spurt, which is reserved for projects with a fixed target budget and a limited duration.

With regard to permanent projects, the *Betriebs-GmbH* passes the money donations on to project initiators following an agreed pattern (monthly, quarterly, every six months). The *Betriebs-GmbH* reserves the right to cancel permanent projects at any time and to prepare the final statement of account.

Contrary to projects with a target budget and a limited duration, a higher interchange fee shall be paid to the *Betriebs-GmbH* for permanent projects when doing every accounting because of the higher interchange costs and this fee is retained from the stated donation amount by the *Betriebs-GmbH* (see point 5). Permanent projects are a special offer of project initiators and are independent of the *Betriebs-GmbH* and at the sole responsibility of the project initiators.

Permanent projects shall regularly (at least quarterly) report on the development of the project in the section "News" on the respective project website. The *Betriebs-GmbH* reserves the right to cancel a permanent project at any time if this information is not provided regularly. The *Betriebs-GmbH* shall not be responsible for verifying this information activity of project initiators.

The *Betriebs-GmbH* shall not be liable for the activity of project initiators when they offer permanent projects. These persons are no agents of the *Betriebs-GmbH*. Further, the *Betriebs-GmbH* shall not be held liable for any piece of advice given to project initiators.

Project initiators shall conclude a project contract for permanent projects with the *Betriebs-GmbH* and shall indemnify and hold harmless the *Betriebs-GmbH* against any complaints arising from permanent projects.

6.3. SPECIAL CASE: DONOR AND DOUBLE GROUPS

All registered users shall be able to create a donor group or double group (= donor group which doubles donations) directly at a project. In order to activate a double group, 50% of the target budget of a double group must have already been reached via donations. With this donation, creators of double groups are also automatically project donors.

Creators of donor groups or double groups can invite other registered users but also non-registered users to their own groups. Creators shall be obliged to only contact persons who they know personally.

An active donor group, which has donations assigned to it, shall not be deleted during the duration of the project and for a period of seven years. Only after that, creators of the group can request its deletion. Donors of donor groups shall also only be able to let them get deleted out of the group after seven years.

Exceptions to this are donor groups without a double feature, which have not found additional group members besides the creators. The deletion of any such group can be requested from the *Betriebs-GmbH* at any time.

If the target budget of a donor group or double group is not reached, there are no consequences if the project is successfully funded on its own. If the project is not successfully funded, donations of donor groups are treated the same as all other

project donations. Donors receive information via email and shall decide what should happen to their donations.

If creators of a donor group do not want specific users as members of their donor group, this shall be solved bilaterally. In general, creators of donor groups shall make the final decision about whom they want to have in their group. If a bilateral solution cannot be found, the Respekt.net office of the *Betriebs-GmbH* can be contacted. The *Betriebs-GmbH* is allowed to delete members of a donor group at any time on request from creators of donor groups or for other reasons. The *Betriebs-GmbH* is not obliged to take action with regard to creators of donor groups.

Creators of donor groups or double groups are no agents of the *Betriebs-GmbH*. The *Betriebs-GmbH* shall not be liable for the actions of creators of donor groups or double groups. Further, the *Betriebs-GmbH* shall not be liable for any advice given to creators of donor groups.

Neither in general nor in a specific case shall the *Betriebs-GmbH* be obliged to allow donor groups or double groups.

In the newsletter and also, if technically possible and reasonable in terms of cost, on the Crowdfunding Platform, projects as described under point 6.1. to 6.3. are provided with additional information or are labelled by the *Betriebs-GmbH* which, however, shall not be obliged to do so.

7. OFFLINE DONATIONS FOR PROJECTS

Donations for projects on the Crowdfunding Platform www.respekt.net can also be made offline via transfer from a banking account or via cash deposit to the project account of *Raiffeisenlandesbank NÖ/Wien* using the IBAN: AT603200000111043536 and the BIC: RLNWATWW. Thus, people who do not have an internet connection or who do not want to use it for online donations are able to donate for projects.

People who make an offline donation shall indicate their correct name as well as a valid email address on the payment. In addition, the ID and/or the name of the designated project or rather of the designated projects (a breakdown of the amount is necessary for more projects) shall be indicated.

If personal details are not legible on the transmitted credit slip and cannot be identified with reasonable effort, donations of up to 1,000 euros are transferred to a collective donor account. Donations of more than 1,000 euros, which cannot be identified, are transferred to a blocked account (see point 6).

If the details of the designated project or rather the designated projects and/or the email address are not legible on the transmitted credit slip and cannot be identified with reasonable effort, donations are given to the project with the highest level of funding on the Crowdfunding Platform www.respekt.net.

Users are allowed to set up a standing order for a donation starting at ten euros which is recurring monthly. The subject field or rather the section purpose of payment of the transferred payment via standing order shall indicate the first name and surname as well as the address of the donor and/or the ID of the designated project as well as a valid email address. If no project is indicated on the payment order or the indicated project has already been successfully funded, the donated amount is always assigned to the project with the highest level of funding.

Users making a recurring monthly donation starting at ten euros are allowed to send a debit order (e-form) via email to office@respekt.net or via letter to the Respekt.net office. The debit order can be limited (either in time or for the duration of the project) or without any restriction. The debit order shall indicate a recurring date (e.g. 5th of the month or 10th of the month, etc.). Until revoked, the indicated amount on the debit order is taken from the requesting user by the *Betriebs-GmbH* for the project possibly indicated on the order. The order can be revoked at any time and upon receipt of the revocation no further debit shall be made. Objection to the conducted debit shall be raised within two days. A cancellation of the debit order shall be made at any time without giving any reason. If no project is indicated on the debit order or if the indicated project has already been successfully funded and there is no limitation in relation to this, the amount shall always be assigned to the project with the highest level of funding.

All offline donors agree to the Terms of Use of the Crowdfunding Platform www.respekt.net with their donation to the project banking account of the Crowdfunding Platform www.respekt.net. Further, donors who donate more than 100 euros entitle the *Betriebs-GmbH* to collect their personal details and to register them

on the Crowdfunding Platform In this case a user profile shall be created. The access data to the user account is announced to offline donors, if they wish so, on request to the Respekt.net office by telephone or by using the indicated email address if the identity of the user can be proven.

For offline donations of less than 100 euros only a guest donation shall be created. No access data shall be assigned.

The *Betriebs-GmbH* shall not send any information by post. If the indicated email address proves invalid, the *Betriebs-GmbH* shall not be responsible for taking any further action to establish contact with the offline donors. Offline donors can enquire the status of their donation by telephone at the Respekt.net office or via email.

In the same way as online donations, the offline donation and the person are made visible on the Crowdfunding Platform. In general, all other provisions for project donors also apply to offline project donors.

Only natural persons who have reached the legal age of majority or legal entities are allowed to make offline donations. Respekt.net shall not be obliged to verify this.

All provisions also apply to project donors who have donated using a direct donation option of a project partner or via mobile app. The provisions about transparency of the person shall apply to all project donors who donated via a direct donation option of a project partner or via mobile app and were registered personally.

All provisions apply in the same way to Extranet contractors who use an allocation of donations by voting or a direct money allocation within the framework of an Extranet application. On the Crowdfunding Platform, Extranet contractors are registered users who assume the role of project donors upon transfer of the offline project donation and receipt of the amount of the donation on the project account. Also for offline donations users of Extranet applications do not appear themselves as project donors on the Crowdfunding Platform, unless they act as registered users outside of the Extranet application and make an offline donation.

8. RULES FOR PROJECT EXPERTS

Project experts are natural persons who or legal entities which support projects of project initiators on the Crowdfunding Platform of Respekt.net for free and with their technical expertise. In this context, expertise signifies providing expertise in any way possible to project initiators via the Crowdfunding Platform in order to support the implementation of projects of project initiators and without creating any ownership rights, claims similar to ownership claims or other claims against project initiators or the *Betriebs-GmbH*.

Project experts assume the role as project experts in their user profile by clicking on this specific role. Thus, they appear in a published list in the community section and can be contacted by project initiators. Project experts can decide for themselves whether to accept a project request or not. If project experts support a project with their expertise, they appear in the appropriate field as project experts. Project experts shall not act on behalf of or for the account of the *Betriebs-GmbH* and shall not be its agents.

Project experts can view all published projects. They can make remarks on any project as all other registered users. If a project specifically seeks knowledge or expertise with the mentioning of a time, project experts can offer their expertise directly at this project as donors of time. Contact information of donors of expertise and time is made available to project initiators in order to coordinate the use of support bilaterally. Project experts shall carry out their service offered within the framework of the time donation if the conditions are reasonable.

The *Betriebs-GmbH* promotes a dialogue by means of newsletters and other information about new projects, which are provided to projects experts. The *Betriebs-GmbH* provides unchanged information of project initiators to project experts if they request it. The *Betriebs-GmbH* shall not be obliged to provide information about a specific project. Project experts are of course allowed to contact a project or rather a project initiator themselves on the Crowdfunding Platform.

Project experts can query useful and repeatedly usable information or working equipment at the Respekt.net office of the *Betriebs-GmbH* after a project is completed. Project experts are also allowed to publish this kind of information directly on the Crowdfunding Platform, provided that they check this with project initiators. In addition, they are allowed to share their experiences and, thus, make an important contribution for ensuring the quality and success of projects. This is of course also true for ensuring the quality of the work provided by project experts themselves. Project initiators or project donors are allowed to report on the work carried out by project experts.

All provisions also apply in the same way to Extranet contractors who let time donations be allocated by authorized Extranet users within the framework of an Extranet application. Users of Extranet applications do not appear themselves on the Crowdfunding Platform as project experts, unless they act as registered users and donors of time outside of the Extranet application.

9. RULES FOR PROJECT ACTORS

Project actors are natural persons who or legal entities which support projects of project initiators on the Platform of Respekt.net by offering their time and/or their organisational skills. In this context, support signifies offering time and/or virtual or physical presence for project initiators in order to support the implementation of projects of project initiators without a compulsory service in return and without creating any ownership rights, claims similar to ownership claims or other claims against project initiators or the *Betriebs-GmbH*.

Project actors assume the role as project actors by clicking on the role project actor in their user profile. Thus, they appear in a published list in the community section and can be contacted by project initiators.

Project actors can decide for themselves whether to accept a project request or not. If project actors support a project with their skills as well as their time and labour, they appear in the appropriate field as project actors.

If project actors offer their time donation directly at a project, their contact information is provided to project initiators in order to coordinate the use of support bilaterally. Project actors shall carry out their offered services within the framework of their time donation if the conditions are reasonable.

Project actors are allowed to share their experiences after the project has been completed in the appropriate fields. They make an important contribution to the assessment of a project.

Furthermore, project actors are allowed to share their experiences and gain other users to work for a project.

All provisions also apply in the same way to Extranet contractors who let time donations be allocated by authorized Extranet users within the framework of an Extranet application. On the Crowdfunding Platform, Extranet contractors are registered users who assume the role of a donor of time upon making a time donation. Users of Extranet applications do not appear themselves on the Crowdfunding Platform as donors of time, unless they act as registered users and make time donations outside of the Extranet application.

10. RULES FOR SIMPLE USERS

Simple users are natural persons who or legal entities which register themselves or get registered by the Respekt.net office of *Betriebs-GmbH* and do not assume a role or rather do not take on a role with a specific activity. They shall not have access to the specific offers of the roles mentioned above, but shall only navigate the Crowdfunding Platform and view all projects registered for funding and observe their progress. Simple users are allowed to comment on registered projects in the appropriate fields.

Simple users are allowed to assume roles. For this, the user profile must be updated. The roles project actor and project expert can be set in the section "My profile" and the roles project donor, creator of a donor group or double group, donors of time, project initiators, project fans, coupon buyers and coupon redeemers are a result of the respective actions. When requested, simple users receive information about roles or other activities from the *Betriebs-GmbH*.

11. RULES FOR ORGANISATIONS (LEGAL ENTITIES)

Before creating an organisation (legal entity) on the Crowdfunding Platform, you shall either register a natural person (private person) who is generally or with restriction to the registration process the authorised representative of the organisation (legal entity) on the Crowdfunding Platform or let the Respekt.net office of the *Betriebs-GmbH* register this natural person. During the registration process all fields containing personal details (first name, surname, date of birth, address and nationality) shall be filled completely and accurately. If you create an organisation (legal entity), you expressly authorise the *Betriebs-GmbH* to verify personal details and to enforce the provisions of these Terms of Use as well as let the authorised provider query the *Zentrales Melderegister* or the *Firmenbuch*.

You can create an organisation (legal entity) via the menu option "Create organisation" in the service navigation at the bottom. If you click on the menu option, the entry mask of the organisation (legal entity) appears. All fields with regard to the organisation (legal entity) are mandatory fields and shall be filled completely and accurately. In order to be the creator of an organisation (legal entity), you shall be at least authorised to represent the organisation (legal entity). This authorisation of representation can also be granted with a power of attorney. Two other contact persons are allowed to be created, who can be authorised representatives, but who do not have to be. Based on this information, the data of the organisation (legal entity) and the authorisation to represent of the registered natural person is verified in the *Vereinsregister* or rather the *Firmenbuch*. After creating and saving the data, you receive a confirmation email about the creation of an organisation (legal entity) and the fact that a verification is now taking place.

After the successful verification of this data, the Respekt.net office of the *Betriebs-GmbH* activates the organisation (legal entity). You receive a confirmation email about the activation of the organisation (legal entity). After being activated, the organisation (legal entity) is allowed to assume user roles.

After the registration, organisations (legal entities) are themselves responsible to maintain personal data (company name, address, *Firmenbuchnummer* or *Vereinsregisternummer*) as well as the data of the authorised representatives or authorised contact persons on the Crowdfunding Platform. The *Betriebs-GmbH* shall not be obliged to verify or maintain changes to the authorisation to representation. The *Betriebs-GmbH* shall be entitled to request from organisations (legal entities) information about personal data and the data of authorised representatives or any other contact persons.

12. LEAVING AND BLOCKING OF USERS

Registered users who operate successfully funded projects, projects in the implementation phase, completed projects or projects which failed or were cancelled during the funding period on the Crowdfunding Platform or who donated money or time for a project, created donor groups or double groups with receipt of donations or who bought coupons or redeemed them, shall only be allowed to leave the Crowdfunding Platform seven years after a project was successfully funded or failed or was cancelled during the funding phase which is the statutory retention period. Only the *Betriebs-GmbH* shall set the date a project was funded, failed or was cancelled.

The statutory retention period of seven years is used to document all actions on the Crowdfunding Platform, which are connected to money transactions (all kinds of money donations no matter if made online, offline, via SMS, in donor groups or by buying a coupon or redeeming a coupon). Thus, the *Betriebs-GmbH* ascertains to comply with any possible legal obligations or orders from judges.

The same applies to Extranet contractors if they actively assume any of the roles above.

Users, who do not assume any of the roles above or who have assumed a role more than seven years ago, are allowed to announce their withdrawal via email. With regard to organisations (legal entities), only the authorised representative shall withdraw. The Respekt.net office of the *Betriebs-GmbH* shall then verify all documentation obligations and if there are no obligations (any more), the present profiles are blocked by the Respekt.net office of the *Betriebs-GmbH*. Thus, these users are no longer visible to other users on the Crowdfunding Platform. Only when the *Betriebs-GmbH* informed the users about the blocking of their profiles via email, the blocking becomes effective.

The *Betriebs-GmbH* shall be allowed to block any user from accessing the Crowdfunding Platform Respekt.net at any time with or without giving any reasons. In particular, this is done in connection with violations of these Terms of Use.

Depending on the seriousness of the violation, a user may be given the chance to make a statement. However, this does not apply if personal details have been stated incorrectly.

Users who operate active projects on Respekt.net as project initiators, made donations to active projects as project donors, or supervise active projects as project experts or project actors are allowed to receive all the necessary information regarding the project from the Respekt.net office for as long as they are blocked. If the projects in question expire, this information is in any way suspended. The *Betriebs-GmbH* shall not be obliged to give this information and shall be allowed to suspend it at any time.

If users feel that their blocking is unjust, they submit a well-founded complaint to the Respekt.net office of the *Betriebs-GmbH* using office@respekt.net. If the statement of

reason is sufficiently supporting the lifting of the blocking, a lifting of the blocking can be done.

13. COUPONS

The *Betriebs-GmbH* offers Respekt.net coupons with different values. A coupon buyer buys gift coupons which shall only be passed on for free. Coupons shall only be redeemed for making donations to a project on the Crowdfunding Platform, to the Crowdfunding Platform itself (= to the *Betriebs-GmbH*) or to the Association Respekt.net.

Buying a coupon signifies a money donation in the form of a coupon where the money donation has already been made in advance and the redeeming of the coupon is only the dedication of the donation. The dedication of the money donation in the form of a coupon serves to support the implementation of projects of project initiators, the maintenance of the Platform of the *Betriebs-GmbH* or the Association Respekt.net without any service in return and without creating any ownership rights, claims similar to ownership claims or other claims against project initiators or the *Betriebs-GmbH* or the Association Respekt.net. The purchase of coupons is connected with waiving the right of withdrawal.

The money collected with the purchase of coupons is kept on a separate banking account (the "project account" or rather "project banking account") by the *Betriebs-GmbH*, but does not belong to the assets of the *Betriebs-GmbH*.

When buying a coupon a handling fee of 12% (statutory VAT included) arises which is paid to the *Betriebs-GmbH* so that it can cover its interchange charges. This amount is transferred from the project account to the account of the *Betriebs-GmbH*. Any expenses on monetary transactions, discounts for credit card payments etc. arising for the project account from the buying of coupons are covered by the *Betriebs-GmbH* using the handling fee. The undiminished value of the purchased coupon is transferred to the project banking account and can be used for donations on the Crowdfunding Platform or to the Crowdfunding Platform or to the Association.

Upon purchase date, the validity of the coupon is limited to three years. After the three-years period, the free redeeming of the coupons expires and the amount is compulsorily transferred from the project banking account as donation to the banking account of the *Betriebs-GmbH* and can be used to support the operation of the Platform or projects of the Association on the Platform.

Coupons shall only be redeemed on the Crowdfunding Platform www.respekt.net and shall require a registration for amounts of more than 100 euros. Guest donors shall also only redeem coupons online on the Crowdfunding Platform www.respekt.net, but only up to 100 euros. Every coupon has its unique combination of numbers in order to identify it when redeeming the coupon. The *Betriebs-GmbH* stores these unique numbers in a database and verifies them when a coupon is redeemed. Every coupon shall only be redeemed once.

When redeeming a coupon (= dedication of a donation), the money is either converted to a project in the separate project account or transferred to the account of the *Betriebs-GmbH* or to the account of the Association Respekt.net. If a coupon is bought, an amount equal in value to the bought coupon is paid to the *Betriebs-*

GmbH. By redeeming the coupons, the amount can be dedicated either to a specific project (= project donation) or to the operation of the Crowdfunding Platform (= platform donation) or as a donation to the Association (= association donation).

Every dedication corresponds to a donation according to the Terms of Use, except for the provision that natural persons shall have reached the legal age of majority when making a donation. Natural persons who have not yet reached the legal age of majority can also redeem coupons.

If a project, to which a coupon is dedicated, fails to succeed, the coupon redeemers receive a notification. Then they have 14 days to name a specific other project via email. If the *Betriebs-GmbH* does not receive a notice from the coupon redeemers (= project donors) after 14 days, the *Betriebs-GmbH* shall consider this as a consent to transfer the value of the coupon or rather the donation to projects with the next highest level of funding in a descending order and/or to use them as support of projects of the Association which are implemented on the Crowdfunding Platform.

A refund of the coupon value to coupon redeemers shall be excluded.

Each coupon buyer and subordinate holder of the coupon is responsible for storing the coupon properly. Non-authorized persons shall not be granted access to the coupons. The *Betriebs-GmbH* shall not replace a coupon, which has been redeemed wrongly or by unauthorized persons.

The financial management of the coupons on the project banking account of the *Betriebs-GmbH* is verified by a renowned audit firm and the auditor's report is published annually on the Crowdfunding Platform in hindsight.

14. THE RESPEKT.NET EXTRANET

With the Respekt.net Extranet certain functions of the Crowdfunding Platform www.respekt.net are offered non-exclusively to a contractor (who can in turn be natural persons or legal entities).

In general, the use of the Respekt.net Extranet is based on a written contract of use, but the *Betriebs-GmbH* reserves the right to allow the use of the Extranet without a written contract.

In general, users of the Extranet can assume the following roles

- Extranet administrator
- Extranet user.

Users who assumed these roles are seen as users within the framework of the Extranet application.

Extranet users can vote for projects shown on the Extranet (a single vote for a specific project), dedicate money (dedicating the whole amount once or dedicating a partial amount of a specific amount more often) or donate time (time donations in hours with or without qualification in demand).

Extranet users shall comply with the general Terms of Use in a way which is reasonably applicable to them. Any attempts to access to the Crowdfunding Platform www.respekt.net outside the authorised functions shall be prohibited under any circumstances. Extranet users shall use their access only personally and shall not grant access to unauthorised persons or give their access data to unauthorised persons.

Extranet users are not visible to other users of the Crowdfunding Platform. If Extranet users also have a user profile on the Crowdfunding Platform, they are visible on the Crowdfunding Platform.

Extranet contractors shall have a registered user profile on the Crowdfunding Platform www.respekt.net with the user roles project expert and project actor. The roles of project donor or coupon buyer is assumed by activating the respective option.

Extranet administrators are not visible to other users of the Crowdfunding Platform. If Extranet administrators also have a user profile of the Crowdfunding Platform, they are visible on the Crowdfunding Platform.

The following rights are connected to the role of Extranet administrator:

- Creating Extranet users who have authorised access
- Importing lists of Extranet user who have authorised access
- Selecting projects of the Crowdfunding Platform www.respekt.net which are in the financing phase for an exclusive funding (a consent of project initiators is required) on the Extranet

- Selecting projects of the Crowdfunding Platform www.respekt.net in the financing phase for a voting on the Extranet, for time donations made directly to projects via the Extranet or for funding (a consent of project initiators is required) via allocation of amounts on the Extranet
- Selecting projects of the Crowdfunding Platform www.respekt.net in the implementation phase for time donations made directly via the Extranet
- Selecting projects from a project competition (= campaign) which is organised exclusively for Extranet contractors. Extranet users can be entitled to vote, allocate amounts or donate time for these projects.

The following provisions apply to Extranet administrators:

- Only authorised Extranet users shall be created. The user lists shall be maintained independently and unauthorised or no longer authorised users shall be deleted quickly within a reasonable period of time.
- Only projects shall be selected which have the consent - if necessary - of the project initiators or which were exclusively offered to the Extranet by the *Betriebs-GmbH*.
- The Crowdfunding Platform www.respekt.net shall not be accessed from the Extranet outside of the listed permissions. Extranet administrators shall store their access data in a safe place and shall not support any unauthorised access or rather shall not give their access data to unauthorised persons.

Contractors shall be liable to the *Betriebs-GmbH* for the compliance with the terms of use of the Extranet as well as the Terms of Use of the Crowdfunding Platform in a way that is reasonably applicable.

15. AVAILABILITY AND CHANGES

The *Betriebs-GmbH* disclaims any and all promises or obligations relating to the availability of the Crowdfunding Platform www.respekt.net, of direct donation options with project partners, of mobile app connections or of Respekt.net Extranet applications. The Crowdfunding Platform reserves the right to end their services at any time without giving any reasons. The same applies to direct donation options with project partners, mobile app connections and Extranet applications. In the event of a liquidation of the Crowdfunding Platform, the rights of project initiators and project donors as well as coupon buyers and Extranet contractors are protected according to the means of the *Konkursordnung*⁹.

The *Betriebs-GmbH* as well as its assistants are entitled to change the content of the Crowdfunding Platform, of a direct donation option, of a mobile app or of an Extranet application at any time. Especially if a certain content violates the Terms of Use or users report to us that a certain content affects the rights of third parties or violates existing law. The *Betriebs-GmbH* shall not be obliged to investigate any notifications of users or follow them.

The *Betriebs-GmbH* reserves the right to change these Terms of Use at any time without giving any reasons. The *Betriebs-GmbH* shall notify all registered users about changes to the Terms of Use in a reasonable amount of time. Extranet contractors shall receive this information solely via their registered role on the Crowdfunding Platform. If users do not object to the validity of the new Terms of Use within two weeks of time upon notification, the modified Terms of Use shall be deemed accepted by the users. The *Betriebs-GmbH* shall inform all users in the notification about the right of objection and the meaning of the objection period.

If there are any legal obligations, orders from judges or other circumstances which signify imminent danger, the *Betriebs-GmbH* shall be allowed to make sudden or immediate changes and notify afterwards.

Contractor of all users and Extranet contractors is the Respekt.net-*Betriebsgesellschaft m.b.H.*, FN 337892a, Neubaugasse 56/2, 1070 Wien.

With regard to the provisions laid down in the Terms of Use, the *Betriebs-GmbH* is allowed to make use of other companies in order to fulfil the contract and to exercise the rights of the respective contractors according to these Terms of Use.

⁹ Translator's note: This is the applicable Austrian law in the event of bankruptcy.

16. LIMITATION OF LIABILITY

The *Betriebs-GmbH* created the information provided on www.respekt.net with the best of intentions and an easy conscience, but there shall be no claim to completeness and correctness.

All users and Extranet contractors as well as their users shall seek their own independent advice with respect to the offered content on the Crowdfunding Platform or to the provided parts available on the Extranet. If users act directly or via direct donation option of a contract partner or via mobile app connection or if Extranet contractors and their Extranet users act on the Crowdfunding Platform and from this action arises an obligation for them, they shall inform themselves about the consequences. The *Betriebs-GmbH* shall not be responsible or liable for this.

The *Betriebs-GmbH* shall never be liable for any damage done by project initiators resulting from any legal reason (including delay, impossibility, poor execution or non-contractual tortious liability), unless the damage was caused by the *Betriebs-GmbH* as a result of negligence or intentionally.

The *Betriebs-GmbH* shall not be liable for any atypical and thus unpredictable consequential damage. Further, the *Betriebs-GmbH* shall not be liable for any damage which could have been prevented by project initiators, project donors, creators of donor groups, creators of double groups, coupon buyers, coupon redeemers, project experts, project actors, Extranet contractors and their users or any other users involved.

In addition, damages against the *Betriebs-GmbH* shall only be claimed within one year upon notice of the damage and of the person claimed to be liable. Thus, the period of limitation for claims of damages is reduced to one year. The guarantee period is also reduced to one year.

The *Betriebs-GmbH* shall not be liable for any actions of project initiators, project donors, creators of donor groups, creators of double groups, coupon buyers, coupon redeemers, project experts, project actors, project partners of direct donation options, mobile app partners, Extranet contractors, Extranet administrators, Extranet users or any other users, contractors or third parties involved. These persons are no agents of the *Betriebs-GmbH*. The *Betriebs-GmbH* shall also not be liable for any advice given to project initiators.

In the event that the *Betriebs-GmbH* is nonetheless held liable for any texts or other content transmitted by project initiators, project donors, creators of donor groups, creators of double groups, project experts, project actors, project partners of direct donation options, mobile app partners, Extranet contractors, Extranet administrators, Extranet users or any other user involved, they all shall indemnify and hold harmless the *Betriebs-GmbH*.

17. PRIVACY POLICY

The *Betriebs-GmbH* is allowed to show all information stated in or rather uploaded to the user profile of users in the appropriate areas of the Crowdfunding Platform. This requires the respective users to accept the Privacy Policy. Access to areas which require registration without accepting the Privacy Policy is excluded. Personal details and contact information can be set to be invisible to the public in the menu option "My profile". Registered users also receive the newsletter or the newsletters of the Crowdfunding Platform by accepting the Terms of Use. You can cancel the newsletter or rather newsletters at any time. The *Betriebs-GmbH* shall be allowed to show information of guest donors in the appropriate areas on the Crowdfunding Platform. Guest donors can choose to receive the newsletter or the newsletters of the Crowdfunding Platform. Newsletters can be cancelled at any time.

In some cases, the *Betriebs-GmbH* is allowed to use the name, profession, age and pictures from user profiles in order to advertise the Crowdfunding Platform outside of the Internet after obtaining the consent of the persons in question.

Respekt.net promotes a dialogue about projects and the contact to projects via newsletters and other information to project initiators, project actors, project experts, coupon buyers, coupon redeemer, Extranet contractors, project donors, creators of donor groups, creators of double groups, time donors and simple users (hereinafter referred to as users). Therefore, the *Betriebs-GmbH* transmits information of project initiators to users who explicitly request them. Users can withdraw their consent to this at any time. The *Betriebs-GmbH* shall not be obliged to inform about a project or to inform about it in a certain way.

Users give their express consent in accordance with the data protection law, that the *Betriebs-GmbH* collects, processes and uses personal details (name, address, telephone number, date of birth, place of birth, email address, profession, citizenship, bank details, age as well as pictures of users) in order to meet any contractual content, especially mutual information.

This shall not be a permission to a commercial use beyond this consent or even a transfer of the user's or guest donor's data by the *Betriebs-GmbH*. However, users and guest donors agree to the transfer of personal details to the Association Respekt.net for the purpose of completing the statutory tasks of the Association. The transfer by the Association Respekt.net to third parties is expressly prohibited. This excludes projects with thank-you gifts because the transfer of data to third parties is mandatory for donations in order to complete the delivery of the gift.

Users outside of the Extranet applications give their express consent that the *Betriebs-GmbH* publishes personal data, project related data (as far as this is required to describe the project, advertise it, describe the results or rather the question of how to achieve the goal as well as for the financial management), areas of interest as well as the respective contributions on the Crowdfunding Platform. Guest donors give their express consent that the *Betriebs-GmbH* publishes the names of the guest donors.

Users outside of the Extranet applications agree that the *Betriebs-GmbH* processes and uses the data in particular to repeatedly send out newsletters. Additionally, project experts agree that the *Betriebs-GmbH* publishes the expertise of users on the Crowdfunding Platform.

Users can set personal details and contact information invisible to the public outside of the Extranet application using the menu option "My profile". Users can prevent the selection of data via search engines in the menu option "My profile".

In a particular case, users can revoke this declaration of consent to the Privacy Policy and the Terms of Use in writing. If such a revocation takes place, Respekt.net reserves the right to cancel the present contract of use and prevent access to the Crowdfunding Platform.

18. OTHER PROVISIONS

The applicable law of the Republic of Austria applies excluding any provisions referring to other legal systems and to the United Nations Convention of Contracts for the International Sale of Goods.

Place of jurisdiction shall be Vienna. If the defendant is a consumer, then it shall be his/her general place of jurisdiction.

All statements submitted to the *Betriebs-GmbH* by users in the framework of these Terms of Use shall be transmitted in writing to the address of the *Betriebs-GmbH* or via email to office@respekt.net.

If any of the provisions of these Terms of Use shall be unenforceable, all other provisions will not be affected. The invalid provision shall be substituted by one which is in a legally effective way economically closest to the content and purpose of the invalid provision. The same applies to any gaps.