

General Terms and Conditions for using PSFbook

Valid from February 1, 2010.

1 Preamble

- 1.1 By using PSFbook, customers accept the following General Terms and Conditions for using PSFbook.
- 1.2 PSFbook offers its services under various top-level domains (currently psfbook.com), as well as various aliases of these domains. All web sites on which PSFbook provides its services are hereinafter referred to as "PSFbook web sites."
- 1.3 These General Terms and Conditions shall govern the contract relationship between the customer and PSFbook, irrespective of which PSFbook web site the customer is registered with or logged on to.
- 1.4 The customer enters into this agreement on the use of PSFbook services with Roland Mayr e.U., Winklerstraße 9, 4053 Haid bei Ansfelden, Austria. Additional contact information, commercial registry data and further information about PSFbook can be found under "About Us".
- 1.5 The services provided by PSFbook are intended exclusively for businesses and their representatives with legal age.
- 1.6 The customer can call up, print out, download and or save these General Terms and Conditions at any time, even after the agreement has been closed, under the "Terms & Conditions" link that appears on all PSFbook web sites.

2 Definitions

- 2.1 For the future use in this General Terms and Conditions, the following definitions are defined:

Professional services firm: A professional services firm is a registered company, or a single-person company, who is offering their customers professional services.

Customer: A customer of PSFbook is a professional services firm, who registers it's company at PSFbook.

Client: A client is using PSFbook to get information of professional services companies. Clients are anonymous entities in this sense.

3 Subject Matter

- 3.1 The PSFbook web sites offer registered customers the following options:
 - a) professional services firms can register as FREE member and upload basic company information,
 - b) professional services firms can register as PREMIUM member and upload more company information.
- 3.2 Details about all fees for the membership and for all other customers are set forth on the PSFbook web sites under "Advantages". The fees listed in the price list are binding. All payments shall be due immediately in case of electronic payment or within 7 business days in case of bank transfer, upon invoicing. Upcoming transaction fees must be taken completely by the customer of PSFbook. Payment can be made using the various debiting procedures available, especially with the accepted credit cards, or the available online payment systems. If PSFbook is unable to collect any fees from an account designated by the customer due to lack of funds, the customer shall bear all costs arising there from, including bank charges related to any debit entries or similar charges, insofar as the customer is responsible for the event that triggers these costs. PSFbook may deliver invoices to the customer by e-mail. In addition, PSFbook shall make said invoices available for download by the customer in the membership area of the PSFbook web sites for a period of one (1) year from the date of invoicing.
- 3.3 Any use of the services and contents offered on the PSFbook web sites beyond the scope of options provided by PSFbook requires the prior written consent of PSFbook.
- 3.4 PSFbook shall only make data and/or information provided by the customer available for other uses provided that this data and/or information do not violate any laws or these General Terms and Conditions. PSFbook is entitled to remove any illegal or prohibited data and/or information from PSFbook web sites without prior notice to the customer.
- 3.5 The customer acknowledges and agrees that it is technically impossible to achieve 100% availability of the PSFbook web sites. PSFbook shall nonetheless endeavor to keep PSFbook web sites available without interruption. Events related to maintenance, security or capacity requirements, and/or events beyond PSFbook's control (e.g. disruptions in public

communication networks, power failures etc.), may result in brief malfunctions or temporary interruptions of the services provided on PSFbook web sites.

- 3.6 PSFbook merely provides the customer with a platform on which to establish contact with other customers, and only provides those technical applications that allow customers to contact one another. As regards content, PSFbook does not take part in any communication between customers. If customers enter into agreements with one another over PSFbook web sites, PSFbook shall not be a contracting party to these agreements. The customers alone are responsible for the execution and/or fulfillment of agreements in which they enter with one another. PSFbook shall not be held liable if customers are unable to contact one another over PSFbook web sites regarding such agreements. Furthermore, PSFbook shall not be liable for breaches of duty in relation to agreements entered into between customers.

4 Registration, and Representations and Warranties upon Registration

- 4.1 Customers must register prior to using any of the services on the PSFbook web sites. Clients can search on PSFbook without prior registration.
- 4.2 The customer warrants and represents that all of the data provided by the customer for registration is accurate and complete. The customer shall report any changes in the registration data to PSFbook without undue delay.
- 4.3 The customer shall not use pseudonyms or pen names.
- 4.4 The customer warrants and represents that he or she is of legal age at the time of registration.
- 4.5 The customer warrants and represents that he is in charge and legally authorized by his company to act on behalf of his company.
- 4.6 The customer shall choose a password upon registration. The customer is obliged to keep this password secret. PSFbook shall not disclose the password to any third party and PSFbook shall not ask for the customer's password at any time.
- 4.7 By completing the registration process, the customer consents to enter the agreement to use the services of the PSFbook web sites. PSFbook accepts this offer by activating the membership for the use of services on PSFbook web sites. The agreement takes effect with the aforementioned acceptance by PSFbook.
- 4.8 Each customer is entitled to register with PSFbook maximum once.
- 4.9 It is technically impossible for PSFbook to determine with certainty whether any customer registered with PSFbook is in fact the person he or she represents to be. Therefore, PSFbook assumes no liability for the actual identity of a customer. Each customer is solely responsible for checking the actual identity of another customer.

5 Obligations of the customer

- 5.1 The customer is obliged,
- 5.1.1 To provide only true accurate information in any activity which the customer is doing on PSFbook;
- 5.1.2 To post on the PSFbook web sites only document of the customer which do not contradict with any other legal restrictions;
- 5.1.3 The customer warrants and represents that it is strictly prohibited by customers to publish company information, contact information, documents and any other information in any other way online or offline without consent from the other customer;
- 5.1.4 To comply with all applicable legislations, and respect all third-party rights. In Particular, the customer shall not:
- Use any insulting or defamatory contents, regardless of whether said contents are directed at another customer or PSFbook personnel or other companies;
- Use any pornographic materials or any contents that violate any applicable legislation for the protection of minors; or advertise or promote, offer or distribute any pornographic product or products which do not comply with any applicable legislation for the protection of minors;
- Unreasonably annoy (particularly with spam) any other customer;
- Use without authorization any contents protected by law (e.g. by copyright, trademark, patent, utility patent, or design patent laws), or advertise, promote, offer or distribute any goods or services protected by law;

Use or promote any commercial practices considered unfair competition, including progressive customer acquisition practices (such as chain distribution systems, multilevel selling or pyramid sales).

- 5.1.5 To refrain from engaging in any of the following annoying actions, even if they do not constitute a breach of any applicable laws:

Sending chain letters;

Performing, advertising and promoting any form of structural distribution measures (such as multi-level marketing or multi-level network marketing) or

Communicating in any insinuating or sexual way (suggestive or explicit).

- 5.2 The customer is prohibited from the following:

Employing any mechanisms, software or scripts when using PSFbook web sites. However, the customer may use the interfaces or software provided by PSFbook within the scope of the services available on the PSFbook web sites;

Blocking, overwriting, modifying and copying of any contents of the PSFbook web sites, unless said actions are necessary for the proper use of the services on the PSFbook web sites;

Distributing or publicly disclosing the contents of any of the web sites of PSFbook or any other customer;

Performing any actions which may impair the operability of PSFbook's infrastructure, particularly actions which may overload said infrastructure.

6 Changes to the Services on PSFbook web sites

- 6.1 PSFbook reserves the right to modify the services offered on the PSFbook web sites and/or to offer services different from those offered at the time of the customer's registration at any time, unless this is unreasonable for the customer.

7 Termination of Membership, Reimbursement of Advance Payments

- 7.1 The customer may terminate the Membership at any time without cause. The customer may deliver notice of termination using the contact form available on all PSFbook web sites at any time. The termination notice shall include the customer's registered name and an e-mail address of the customer registered on one of the PSFbook web sites.

- 7.2 The customer may terminate without cause the membership to the end of the minimum runtime of twelve (12) months. The customer will be informed after the membership period is over and is furthermore able to extend his membership for another year under the at this time given legal regimentations. Furthermore, the price for renewal of a membership can be found in the published price list at the time of renewal. A separate termination of the membership is not necessary and if the membership is not extended, the account of the customer still exists but is excluded in any search result of consulting clients and published tender procedures.

- 7.3 The customer may deliver notice of termination using the contact form available on all PSFbook web sites, or by sending a fax or letter to PSFbook. The termination notice shall include the registered name of the customer and an e-mail address of the customer registered on the PSFbook web sites.

- 7.4 If the customer has terminated the membership before the official end of the membership, the account will be deleted immediately but paid membership fees will be no refunded.

- 7.5 A good cause is defined as an event which makes it unacceptable for PSFbook to continue the agreement to the end of the termination period, taking into account all circumstances of the individual case and weighing the interests of PSFbook against the customer's. A good cause includes any the following events:

If the customer fails to comply with any applicable legal provisions;

If the customer breaches a contractual obligation, in particular an obligation set forth in these General Terms and Conditions;

If the reputation of the services offered on the PSFbook web sites is substantially impaired by the online-presence of the customer (if, for example, it is discovered after registration that the customer has been convicted of a criminal offence, and if said conviction is known to other customers);

If the customer promotes any communities or associations (or any of their methods or activities) which are under

surveillance by authorities responsible for public safety or the protection of minors, or;

If the customer causes harm to any other customer(s).

- 7.6 In the event of a good cause in accordance with section 7.5 and notwithstanding PSFbook's right to terminate the contract in accordance with section 7.5, PSFbook is entitled to:

Delete the content of the customers profile;

Issue a warning, or

Block the customer's access to the services on the PSFbook web sites.

- 7.7 In the following cases, the customer shall not be entitled to claim reimbursement of any advance payments:

If PSFbook has terminated the contract for good cause pursuant to section 7.5,

If PSFbook has blocked the customer's access in accordance with section 7.6, or

If the customer has terminated the agreement.

However, the customer's right to claim reimbursement of any advance payments shall not be excluded in this case if the customer has terminated the agreement for a good cause attributable to PSFbook. A good reason in this setting does not include that the customer's expectations about the platform are not fulfilled or that no other customer contacted him regarding his information on PSFbook

8 Responsibility for the customer's Content, Data or other Information

- 8.1 PSFbook does not make any warranties or representations regarding any data and/or information provided or made available by any customer on any of the PSFbook web sites or on any external websites linked to them. In particular, PSFbook does not warrant or represent that said data and/or information is true or accurate, or that it fulfils or serves any particular purpose.
- 8.2 The customer may report any activities of any other customer which violate applicable laws and/or any of the terms and conditions of these General Terms and Conditions (including the use of pseudonyms or false identities) using the contact form available at all PSFbook web sites.

9 Customer Service/Support

- 9.1 Queries regarding agreement with PSFbook or regarding PSFbook services can be sent by the customer to PSFbook using the provided e-mail address at all times on all PSFbook web sites, or by sending an letter.

10 Liability of PSFbook

- 10.1 Whatever the legal grounds, liability for damage claims based only on ordinary negligence against PSFbook (including its vicarious agents) shall exist only if PSFbook breaches a basic/cardinal obligation under this agreement. In this event, the amount of claims is limited to typical and foreseeable damages.
- 10.2 Limits shall not apply to the extent damages are covered by PSFbook's business liability insurance, provided the insurance company has effected payment to PSFbook. PSFbook undertakes to maintain the insurance coverage existing at the time this agreement is concluded.
- 10.3 This shall not affect personal injury and property damage claims based on the Austrian Product Liability Act.

11 Indemnity

- 11.1 The customer shall indemnify and exempt PSFbook from all actions, including damage claims, asserted by other customers or third parties against PSFbook resulting from an infringement of their rights by the contents posted by the customer on PSFbook web sites. Furthermore, the customer shall indemnify and exempt PSFbook from all actions, including damage claims, asserted by other customers or third parties against PSFbook resulting from an infringement of their rights regarding the use of the services on PSFbook web sites by the customer. The customer assumes all reasonable costs PSFbook incurs due to an infringement of third party rights, including all reasonable legal-defense costs. All other rights, including damage claims by PSFbook, are hereby unaffected.
- 11.2 The aforementioned obligations shall not apply to the extent the customer is not responsible for the infringement.

- 11.3 In the event the contents posted by the customer infringes any rights of any third party, the customer shall, at its own expense and at PSFbook's discretion, either obtain the right to use said contents or render said contents free of any infringement. In the event the customer infringes third-party rights when using the services of PSFbook web sites, the customer shall discontinue such use that violates these General Terms and Conditions and the law, if so requested by PSFbook.

12 Data Protection

- 12.1 PSFbook recognizes that any data provided by the customer to PSFbook is extremely important to the customer, and PSFbook shall therefore be particularly sensitive in handling such data. PSFbook shall comply with all applicable legal provisions regarding data protection (Austrian Data Protection Laws, European Data Protection Directives and any other applicable data protection legislation). In particular, PSFbook shall not provide or otherwise disclose any personal data of the customer to any third party without authorization. Details on PSFbook's treatment of the customer's data are set forth in the Data Protection Policy of PSFbook accessible from each of the PSFbook web sites.

13 Final Provisions

- 13.1 These General Terms and Conditions and any amendments thereto must be in writing to be valid. No secondary agreements exist.
- 13.2 PSFbook reserves the right to amend these General Terms and Conditions at any time, without giving reasons, unless an amendment is unreasonable to the customer. PSFbook shall give due notice of any amendments of these General Terms and Conditions to the customer. If the customer does not object to the applicability of the revised General Terms and Conditions within six (6) weeks after receipt of said notice, the amended General Terms and Conditions shall be deemed to be accepted by the customer. PSFbook shall inform the customer about the customer's right to object and of the relevance of the objection deadline in said notice.
- 13.3 Unless otherwise stated in these General Terms and Conditions, the customer may submit all notices to PSFbook using the contact form provided on each of the PSFbook web sites, or by letter. PSFbook may send notices to the customer by e-mail, fax or post to the addresses given in the customer's current contact data in his or her customer account.
- 13.4 If any provision of these General Terms and Conditions is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
- 13.5 The place of performance under these General Terms and Conditions shall be PSFbook's main place of business.
- 13.6 Place of jurisdiction, insofar as legally admissible, shall be the main place of business of PSFbook.
- 13.7 These General Terms and Conditions and the contractual relationship shall be governed by Austrian Law, excluding international private law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods that have been adopted by Austrian Law.