

## TERMS OF USE AND LEGAL RESTRICTIONS FOR THE USE OF THE WEB SITE

[HTTP://PIEPS.COM](http://pieps.com)

Important Note: Before using this Web Site, please read the following terms carefully. By using this WEB SITE you confirm your acceptance of the terms of use. Please refrain from using this web site if you do not accept these terms.

### 1. AREA OF APPLICABILITY

The present General Terms and Conditions apply to the use of the web site <http://pieps.com> ("website"), its contents (e.g. texts, images, charts, software and the like) as well as all services (such as information, software) made available by PIEPS GmbH (in the following briefly referred to as "PIEPS").

The web site is operated by PIEPS GmbH, whose registered seat is in Lebring. PIEPS does not provide any warranty regarding the possibility and permission to access and download the web site when outside Austria. If the web site is accessed from outside Austria, the responsibility for meeting the applicable local requirements under the laws of the country concerned shall rest solely with the user. No access must be gained to information, contents and/or services offered on the web site from countries in which such access is legally prohibited.

### 2. USE OF THE WEB SITE

2.1 Use of the web site is subject to the following General Terms and Conditions. These General Terms and Conditions may be supplemented, modified or replaced by other terms, e.g. terms for the purchase of products and services.

2.2 PIEPS reserves the right to change the scope and content of the web site at any time. In particular, the usability may be restricted due to maintenance, enhancement or other interruptions of a technical nature. PIEPS does not assume any liability regarding the usability of the service, absence of technical interruptions or possible data loss.

2.3 Except as otherwise provided for in any clauses hereinafter, PIEPS is granting you permission to use the web site exclusively for private, non-commercial purposes. It is forbidden to use the web site for public and/or commercial purposes.

2.4 The contents of the web site as well as the technologies used are covered by intellectual property rights such as under copyright, trademark and patent laws. The users must not change, rent or lease out, lend, sell, distribute or remodel the contents or technologies used on the web site either partly or wholly without obtaining prior consent.

2.5 Any inappropriate use of the web site represents a breach of the present General Terms and Conditions as well as of intellectual property rights and may be prosecuted.

### 3. ACCESS

3.1 In the interest of the safety of business relations, registration is required for access to some of the web site areas (e.g., the service portal). However, there is no title to registration by PIEPS. PIEPS reserves the right to apply a registration duty to hitherto freely accessible web sites. PIEPS shall be entitled to withdraw access authorisations by blocking the relevant access data without having to give reasons, especially if

- you have entered incorrect data for registration;
- have violated the present General Terms and Conditions or failed to meet your obligation to exercise care in the handling of access and/or user data;
- have violated applicable laws in acceding or using the web site, or
- have not used the web site for a prolonged time period.

3.2 In case you have registered on the web site, some personal data will be ascertained. PIEPS will use these data exclusively in conformity with the Data Privacy Statement for the web site. The Data Privacy Statement will be made available to you at <http://my.pieps.com/Content/en/PiepsDataPrivacy.pdf>

3.3 When registering, the user shall be required to make truthful statements and shall have to inform PIEPS (online, if so provided for) without any delay in the event of any subsequent change in these data. The user must make sure that e-mails sent to the address he has indicated effectively reach him.

3.4 After completing the registration, you will be provided with a user name and password (hereinafter briefly referred to as **User Data**). This ensures that the user data are inaccessible to third parties. After each use, the area protected by password must be left. If you become aware of a third party abusing the user data, you shall have to inform PIEPS without delay of such an unauthorized use of your user data or any other security breach regarding the web site.

3.5 Upon receipt of the notification according to Clause/Subclause 3.4, PIEPS will block access to the area protected by password for these user data. De-blocking shall be possible only against separate application or after registering anew.

3.6 You may request that your registration be deleted at any time, either in writing or by e-mail, except where the deletion is not opposed by the handling of current contractual relations. In the event of such a request, PIEPS will delete the entirety of your user data and all other memorized personal data.

## 4. RIGHTS OF USE OF CONTENTS

- 4.1 The use of the information, services and software, documentations and other contents (hereinafter referred to as **contents**) shall be governed by the present General Terms and Conditions. Any special terms of use and licencing imposed by PIEPS for certain contents (e.g. terms and conditions for the use of software) shall take precedence over these General Terms and Conditions.
- 4.2 Except as otherwise provided for in any clauses of the present General Terms and Conditions, PIEPS affords you a non-exclusive, non transferable right, which can be revoked at any time, to use the contents provided on the web site in the scope indicated on the web site, or, if nothing is indicated, as is in line with the purpose normally associated with the provision by PIEPS.
- 4.3 The contents on the web site may be protected by copyright laws and also by international copyright agreements and other acts and arrangements concerning intellectual property. You shall be obliged to comply with these rights. In particular, you pledge not to remove any identification numbers, trademarks and copyright notices.
- 4.4 Notwithstanding the special terms outlined in Clause/Subclause 4 of the present General Terms and Conditions, any information, trademarks and other contents of the web site may not be modified, copied, sold, leased out, supplemented or exploited in any other manner without the prior written consent of PIEPS. **Any commercial use of the contents is subject to the prior written consent of PIEPS.**
- 4.5 Subject to the rights explicitly granted herein, no further rights of any kind whatsoever, especially no rights in the company name and in industrial property rights such as patents, utility patents or trademarks will be granted to you, and PIEPS shall not be obliged to grant such rights.

## 5. YOUR OBLIGATIONS

- 5.1 When using the web site, you must not above all:
- show immorality, be disruptive to public order and safety or breach any other legal provisions by and through your use of the web site;
  - infringe industrial property rights or copyrights or any other rights;
  - transfer contents containing viruses, so-called Trojan horses or other programming susceptible of damaging any software;
  - enter, store or send Hyperlinks or contents in which you have no rights, notably if these Hyperlinks or contents infringe secrecy obligations or are unlawful;
  - divulge prohibited messages according to Article 107 of the Austrian Telecommunications Act (e.g., so-called Spam) or unfounded warnings about

viruses, malfunctions and the like or solicit participation in lotteries, snow-ball systems, chain letters, Ponzi schemes and comparable actions.

**5.2** Should you violate your obligations under the present General Terms and Conditions, PIEPS shall be entitled at any time to block your access to the web site and to erase messages set forth or published by you (e.g. in forums, newsrooms, chats).

**5.3** If you place any contents on the web site (e.g. postings, photos, etc), you shall grant PIEPS the right to use these in any conceivable manner, which right shall not be limited in time, area or content and shall be irrevocable and be enjoyed completely free of charge.

## **6. EXTERNAL LINKS**

On the web site, PIEPS may include links referring to web sites of third parties. PIEPS is in no position to influence the contents of these web sites and shall accept no liability for these contents. Your use of these web sites shall be at your own risk.

## **7. LIABILITY**

**7.1** Any liability of PIEPS concerning material defects and defects of title of the contents, especially in relation to the correctness, freedom from defects and freeness from claims and rights of third parties, completeness and/or usability is excluded except where such liability is legally prescribed, e.g. according to the Austrian Product Liability Act or in case of intention, gross negligence, bodily injuries or death, the non-compliance with a guarantee of quality or fraudulent concealment. In the event of a violation of essential contractual obligations, compensation shall be limited to foreseeable damage typical of the contract, except in the event of intention or gross negligence.

**7.2** Unless the user is a consumer, any liability for loss of profit, information and data loss or any other indirect or consequential damage on the part of PIEPS is furthermore excluded, except where liability is mandatory.

**7.3** Although PIEPS is taking every effort at all times to keep the web site free from viruses and other faulty software, PIEPS is in no position to guarantee that the web site is virus-free. Users must take all measures required for their own protection, introduce reasonable safety measures and use a virus scanner before downloading information, using the Online-Shop or accessing documents.

## **8. CHANGES TO THE WEB SITE**

PIEPS shall have the right to change or discontinue the web site at any time and without advance notice. For instance, PIEPS may at any time change the content and/or the services of the web site or any products and prices mentioned therein without advance notice. The content and the services of this web site may not always be up-to-date. Please contact PIEPS by e-mail or ask your PIEPS contact on site.

## **9. LINKS WITH THIS WEB SITE**

**9.1** You may establish links between this web site and other web sites. However, in doing so, you must comply with the following conditions for link-ups with any PIEPS web sites, as well as complying with applicable laws.

**9.2** The following conditions shall apply without the written agreement of PIEPS: Any web site containing a link-up with this web site or part thereof,

- (a) must not establish a link with contents. The link-up is made at the user's own responsibility and without any liability on the part of PIEPS, which exclusion shall be imposed with legal effect on the users of the referring web site by the person establishing the link;
- (b) must not establish any browser or window environment around the contents of PIEPS;
- (c) must not purport to convey that PIEPS endorses the web site or the products, services or contents available through the website;
- (d) must not misrepresent your relationship with PIEPS (in particular not suggest any licence or contractual relationship with PIEPS if such a relationship does not actually exist);
- (e) must not contain any wrong or misleading information on products and services from PIEPS;
- (f) must not contain anything that might be found in bad taste, offensive or controversial.

## **10. ELECTRONIC COMMUNICATION**

The use of the web site and the dispatch of e-mails to PIEPS amount to electronic communication with PIEPS. You confirm herewith that all messages and disclosures will be made electronically (e.g. by e-mail or provision in your PIEPS user account).

## **11. CHANGES TO THE PRESENT GENERAL TERMS AND CONDITIONS**

PIEPS shall be free to change the present General Terms and Conditions at its own discretion. In such an event, PIEPS will announce the changes on the web site. Through further use of the web site you confirm that you agree to the changes.

## **12. LEGAL VENUE, APPLICABLE LAW**

**12.1** The exclusive legal venue shall be the materially competent court at PIEPS' registered seat. This does not apply if the user is a consumer and has his permanent residence and location of his occupation in a different court district in Austria.

**12.2** The use of the web site is subject to the laws of Austria, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the reference provisions of the international private law (IPRG).