

# TERMS AND CONDITIONS OF USE FOR THE PAPERMINT ONLINE SOCIETY

## 1. General Information

1.1. Avaloop IT Solutions GmbH, Hütteldorferstraße 253, 1140 Vienna, Austria (subsequently referred to as “Avaloop”) offers to users of the webpage [www.papermint.com](http://www.papermint.com) and [www.papermint.at](http://www.papermint.at) and other to Papermint linked websites and on Papermint Online Society based on these terms and conditions a continuously managed and developed user-portal, on which products and services are offered. The terms and conditions will be published on URL [www.papermint.com](http://www.papermint.com) and [www.papermint.at](http://www.papermint.at). On written request to Avaloop IT Solutions GmbH these Terms and Conditions will be sent to the requestor.

1.2. These Terms and Conditions of Use (the “Terms of Use”) apply to the Avaloop IT Solutions GmbH PAPERMINT Online Society as well as to the site <http://www.papermint.com> and all associated sites linked to <http://www.papermint.com> by Avaloop, its subsidiaries and affiliates, (collectively, the “Site”). The Site is the property of Avaloop IT Solutions GmbH, its associated companies and its licensors. BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

1.3. All offers from Avaloop concerning Papermint may be subject to change and are non-binding. Avaloop explicitly reserves the right to change, add or delete parts or the entire Papermint, or to discontinue publication part- or full-time without explicit announcement.

## 2. Your Use of the Site

2.1. The services offered on and through the Papermint site require your registration. Anyone who is in compliance with the law of the home country of full age and fully capable to contract is entitled to register to the services (ref. minors).

2.2 The access to the world of Papermint is free until recalled. Further the use of specific features is for free until recalled.

2.3. Specific features, such as the characteristics of your profile („wobble“), the purchase of products, or apartment rents are charged.

2.4. The user has the right to ask Avaloop at any time to delete his account as well as his personal data.

## 3. Purchases, Charged Features

3.1. To purchases and charged features the current prices signposted on the Papermint website and in the Papermint Online Society do apply.

3.2. User fees and prices for accomplishments and products are payable via credit card (Visa and Master Card), online EPS or other payment options offered by Avaloop.

3.3. Fees for products and accomplishments are always to be paid in advance. Fees do fall due at the user's clearance in the course of the payment process.

3.4. Avaloop reserves the right to change any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without prior notice. Already closed deals about accomplishments on Avaloop's side shall not be affected by those changes.

3.5. You understand that all purchases within your use of Papermint are final and non-refundable, except stated differently and explicitly in these Terms of Use or in miscellaneous agreements of Papermint. In case the user wishes his account to be deleted, already accomplished payments are non-refundable.

3.6. A rescission of the contract is excluded, as in general the ordered service is provided immediately upon order, in any case within a week. In deals where Avaloop is not starting to provide the service within a week, the user may rescind the contract by sending a written notice to Avaloop via email or any other written form.

#### **4. Changes**

4.1. Avaloop reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Use, at any time. In doing so, the user will be informed about these changes before his next login on the Papermint Online Society. Your continued use of the Site following the posting of changes will mean that you accept and agree to the changes. In case a user does not agree with the changes of the Terms of Use, he is entitled to cancel with immediate effect his continuing obligations (esp. Apartment Rents).

Already paid fees for which the user has not received the return service will only be refunded upon the user's request if the Terms of Use or the content of Papermint have been fundamentally changed. Otherwise the terms stated at 3.6. do apply.

#### **5. Disclaimers**

5.1. Avaloop does its best to offer a carefully and in high responsibility created site. The information provided on this site is checked constantly.

Avaloop does not promise that the site or any content, service or feature of the site will be error-free or uninterrupted, or that any defects will be corrected, or that your use of the site will provide specific results. The site and its content are delivered on an "as-is" and "as-available" basis. All information provided on the site is subject to change without notice.

Any liability for damages of physical or ideational kind caused by direct or indirect use of the site and service is excluded as long as the damage is not caused by intention or gross negligence.

5.2. Despite Avaloop's taking precautions against violations of the site and customer databases, you recognize that no site or internet-transmission is completely safe. Consequently Avaloop cannot guarantee to prevent any non-authorized access, hacking, data-loss or other damage. Use of

Papermint-sites and service is on one's own risk. Avaloop strongly recommends to take all steps to secure personal data by personally remembering the password or keeping it in a safe place and by always closing the web-browser.

5.3. Avaloop uses within the scope of economic possibilities all available technologies to ensure security and privacy of user data and to handle data in accordance with the governing law. Absolute privacy and security cannot be guaranteed. Avaloop does not take any liability for data loss or interference of third parties.

5.4 Avaloop does not assume any responsibility nor take liability for the use, content and security of any linked sites and their use.

5.5 Avaloop does not assume any responsibility for any content provided by users (e.g. chat, text in forums, etc.)

5.6.The performance of this site and of all displayed or linked content is without engagement. Avaloop takes neither guarantee nor warranty for a certain performance or a continuously, non-disturbed working of Papermint.

5.7.Avaloop supports payment via above mentioned payment instruments. Avaloop takes any liability for selecting carefully any partner in providing the payment service. In case of failures all terms and conditions of the payment partners are valid between Avaloop and the end user as well. Any wide spreading liability is excluded.

5.8.Avaloop does not assume any responsibility for problems or technical failures of computer systems, servers, internet access providers, payment providers or software or any combination of prior mentioned including violations or damages of technical equipment of the user (esp. personal computer) or of third parties/persons as a consequence of using Papermint, with the exception of damages caused by intention or gross negligence.

## **6. System Requirements**

For using Papermint and all its features certain hard- and software requirements on the user's side are necessary. For details please see [www.papermint.com](http://www.papermint.com).

## **7. Content**

7.1. The content of the site is for private, non-commercial use only within the scope of Papermint and the scope of these Terms of use. All rights, being not explicitly conceded or transferred to the user, remain with Avaloop or the respective owner of rights.

Except as expressly provided in these Terms of Use, no part of the Site and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including "mirroring") to any other computer, server, web site or other medium for publication or distribution or for any commercial enterprise, without Avaloop's express prior written consent.

You may use information on Avaloop products and services (such as data sheets, knowledge base articles, and similar materials) purposely made available by Avaloop IT Solutions GmbH for downloading from the Site, provided that you (1) not remove any proprietary notice language in all copies of such documents, (2) use such information only for your personal, non-commercial informational purpose and do not copy or post such information on any networked computer or broadcast it in any media, (3) make no modifications to any such information, and (4) not make any additional representations or warranties relating to such documents.

7.2. Any Papermint logos, other logos, labels or graphics or pictures or neologism of any kind or music from Avaloop or third parties remain property of the respective owner of rights. Any non-approved use of the intellectual or industrial property is illegal. All text, graphics, user interfaces, visual interfaces, photographs, trademarks, logos, sounds, music, artwork and computer code (collectively, "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel" and arrangement of such Content, contained on the Site or in the service is owned, controlled or licensed by or to Avaloop IT Solutions GmbH or by or to one of the partners. On request Avaloop will name its partners.

7.3. It is part of Avaloop's corporate philosophy to display content in a rightful way and to respect all rights of third parties. Avaloop will immediately and rightfully act in case a potential violation of rights of third parties is claimed.

## **8. Blocking**

8.1. Avaloop reserves the right to modify, suspend or terminate operation of or access to the Site for any reason without prior notice and without taking any liability for it in case of justifiable reasons and as necessary to perform routine or non-routine maintenance, error correction, or other changes at any time, without notice. This is including esp. a capacity overload of for Papermint maintenance necessary systems (e.g. server performance), improper or non existing user preconditions, or problems concerning payment transactions.

8.2. Avaloop reserves the right to deprive or terminate access to the site at any time for any reason of users not having nongratuitous contract yet.

8.3. Avaloop reserves the right to deprive or terminate access to the site at any time for users having a non gratuitous contractual relation in case of qualified reason. This is especially valid for persons taking actions which are disturbing the virtual world of Papermint. This includes breaches of the rules like insults via chat, technical programs to break the rules of the predefined gameplay. Further, users may be excluded from using Papermint by using Papermint in an unlawful manner or if they infringe copyrights or other important rules of these terms of use of Papermint.

Avaloop IT Solutions GmbH may disclose any information about the user (including the identity) if determined that such disclosure is necessary in connection with any investigation or complaint regarding the use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Avaloop's rights or property, or the rights or property of visitors to or users of the Site, including Papermint customers. Avaloop reserves the right at all times to disclose any information that Avaloop deems necessary to comply with any applicable law, regulation, legal process or governmental request.) Avaloop also

may disclose your information when Avaloop determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Avaloop IT Solutions GmbH may preserve any transmittal or communication by you with Papermint through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Avaloop IT Solutions GmbH determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Avaloop IT Solutions GmbH, its employees, users of or visitors to the Site, and the public.

8.4. If a user is blocked due to violations of these Terms of Use, fees already paid are non refundable.

## **9. Maintenance:**

To continuously enhance Papermint we might turn down the server once a week (usually on Wednesdays 7 to 11 a.m.)

Avaloop reserves the right to change the maintenance time frame any time. About extraordinary maintenance you will be informed, if possible in our "News" section on [www.papermint.om](http://www.papermint.om). Due to the mentioned maintenance work and enhancement, availability and use of Papermint can be constricted or interrupted.

## **10. Privacy Policy**

We reserve the right to collect and disclose (to our affiliates and to non-affiliate third parties) user behavior and Personal Information to the extent permitted by applicable law, as specifically restricted below or in the Terms of Use. Notwithstanding anything to the contrary in this Privacy Policy or elsewhere, we reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, law enforcement requests, demands by parties claiming your infringement of their rights or governmental request, to edit, refuse to post or remove any information or materials, in whole or in part, in our sole discretion; or to act in an emergency to protect someone's safety or legal rights.

For Feedback, Questions or Ideas please contact our Privacy Policy Team at [datenschutz@avaloop.com](mailto:datenschutz@avaloop.com).

10.2. Avaloop collects personal data form users only on a voluntary base. If a user agrees to Avaloop's collecting personal data (e.g. name, email-address), Avaloop is collecting such data only for the purpose of fulfilling the wish of the user or for the legitimate business objectives of Avaloop. In case a user does not give personal date upon Avaloop's request, possibly Papermint or several features (e.g. newsletter) may not be useable for these users.

10.3. To register at the Papermint Online Society, a User ID and a valid e-mail address are required. The user may utilize his real or a freely created name.

When using charged services or features on the site, in the course of the payment process the user will be asked to submit the for the transaction necessary personal data. (e.g. Name, Surname, Credit Card Number etc.).

10.4. The services offered on and through the Papermint site require your registration and your opening an account, including setting up a Papermint ID and password. For using some of the services offered, such as Chat-Rooms, messaging systems, the user name will be visible also for other Papermint users.

You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted. Other users may collect these information which may result in unrequested messages from other users.

Avaloop is not responsible at all for any information the user is giving to third persons/parties via the service. If a user sets up a profile which is publicly viewable, the user is fully and solely responsible for the content and correctness of this profile. For maintaining and changing the profile the user has to follow the instructions on the site and in the service.

10.5. When registering for a newsletter, additional personal data may be asked for. If the user does not wish to receive any further mails, the user can cancel the newsletter service by following the instructions given in the newsletter.

10.6. The entire communication within the Papermint Online-Society (e.g. Live Chat, Private Chat, in Games), also private communication with third parties or other players has to run solely and exclusively via Papermint and Avaloop servers. Avaloop reserves the right but not the obligation to check regularly or do random checks of the publicly viewable communication for breaches of the Terms of use, other violations or legal infringements to take possible counter actions.

This does not apply if contradicting to law (e.g. communication law in Austria for peer to per communication). Information will be treated confidential unless Avaloop is forced to disclosure by governing law.

You agree that Avaloop, in its sole discretion, shall have the right, but not the obligation, to edit, refuse to post or remove any material submitted to or posted on the Papermint Services, (e.g. Live-Chat, Private-Chat, in Games) for any reason whatsoever, including, without limitation, if Avaloop considers that the material constitutes or promotes gambling or any illegal activity, or if Avaloop considers the material to be pornographic, sexually explicit, lewd, lascivious, filthy, violent, harassing or otherwise objectionable.

10.7. Avaloop collects general, demographic and non-personal information. This kind of anonymous data may contain information:

- a user has given via queries, votings, etc.
- a user has given to set up a profile not supporting personal identification
- gathered based on the usage behaviour (=chat, games, use of apartments etc.).

This information is used to finetune the offer of Papermint resp. to develop new services. Further more this information is used for research of scientific, social, economical or market relevance. Potentially this information will be handed to third parties for marketing purposes. Avaloop ensures to not sell this data to make it public. The user agrees to interrelating of data with personal data, given by the user fort he above mentioned purposes. The user may at any time in written form recall this allowance

## **11. Minors**

11.1 Papermint is not built for children under 14 years of age and consequently the accessing of underaged (in Austria below 14) is generally prohibited. This means that minors are not allowed to set-up a profile, buy papercoins. etc.

11.2. Major minors (in Austria persons of the age between 14 and 18) require the allowance of their parent or legal guardian, who needs to agree to this Terms of Use prior to giving personal information, using chat resp. buying papercoins.

11.3 If a parent or legal guardian notices the non-authorized giving of personal data, Avaloop will upon request take all actions to delete the data. To request this deleting an e-mail hast to be sent containing the username, password and email address the minor was using for the service.

## **12. Terms of Use**

12.1. The user agrees to act in accordance with these Terms of Use and the governing law. He further agrees :

- not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Avaloop IT Solutions GmbH or others.
- not to violate any commercial law, personal rights or titles or to infringe any patent or copyright or any rights of third parties or
- not to send any unsolicited commercial mails, chain letters or duplicating mails to Avaloop or other Papermint Users and not to use the Papermint Online Society for any commercial purpose.
- not to collect or extract personal data, e-mail addresses or other information on other users of this website without prior and explicit approval of the respective user.
- to use solely and exclusively the by Avaloop provided Papermint Client as well as the Papermint Servers and not to breach any rules by unfair means and practices.
- you may not use anyone else's Papermint ID, password or account at any time without the express permission and consent of the holder of that Papermint ID, password or account. Avaloop IT Solutions GmbH cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

- not to attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Papermint server, or to any of the services offered on or through the Site, by hacking, password “mining” or any other illegitimate means.

You may not use any “deep-link”, “page-scrape”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Avaloop IT Solutions GmbH reserves the right to bar any such activity.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Papermint, including any Papermint account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Papermint’s systems or networks, or any systems or networks connected to the Site or to Papermint.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person’s use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Avaloop IT Solutions GmbH or Papermint on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You are entirely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify Avaloop IT Solutions GmbH / the Papermint Support Team immediately of any unauthorized use of your account or password.

#### INDEMNITY

You agree to indemnify and hold Avaloop IT Solutions GmbH, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys’ fees), made against Avaloop IT Solutions GmbH by any third party due to or arising out of or in connection with your use of the Site.

### **13. Governing Law, Jurisdiction, Miscellaneous:**

These Terms and Conditions (including the guides and rules referred to herein) constitute the entire agreement between you and Avaloop IT Solutions GmbH and govern your access to or use of the Site.

The Terms of Use and the relationship between you and Avaloop IT Solutions GmbH shall be governed by the laws of Austria. You and Avaloop IT Solutions GmbH agree to submit to the exclusive jurisdiction of the Austrian Courts.

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