

2F4Y.com
(www.2f4y.com)
USER AGREEMENT

1. General Terms of Service and Guidelines; Acceptance

2F4Y.com, www.2f4y.com, David Szammer (1100 Vienna, Austria), its subsidiaries and affiliates (together, "2F4Y") welcomes you. This User Agreement ("User Agreement") applies (but is not limited) to web sites, software and interactive services owned or operated by 2F4Y and its subsidiaries (individually the "Service"; together the "Services"). The User Agreement applies to each visitor and user of the Services, including unregistered and registered users (individually "User" and collectively, "Users"). By visiting or using the Services you are agreeing to the terms of this User Agreement.

2F4Y may change the User Agreement at any time and the changes will become effective 3 days after posting the revised User Agreement (the "Effective Date"). You can review the most current version of the User Agreement at any time at www.2f4y.com. You are responsible for checking periodically for changes and your continued use of the Services after the Effective Date indicates your acceptance of the new User Agreement.

2. 2F4Y Services

A. Service Changes and Discontinuation. Our Services provide you with access to a rich collection of online resources, including various communication tools, online forums, personalized content and branded programming. The Services are presently provided free of charge. 2F4Y reserves the right to change or to discontinue temporarily or permanently the Services at any time without notice. You agree that 2F4Y will not be liable to you or any third party for any modification or discontinuance of the Services.

B. Service Limitations. We work hard to make your experience enjoyable. However, we cannot always anticipate technical or other operational difficulties which may result in loss of data, personalization settings or other service interruptions. For this reason, you agree that the Services, including the services of our third-party service providers, are provided "AS IS" and "AS AVAILABLE". Neither 2F4Y nor our third-party service providers assume responsibility for the timeliness, deletion, mis-delivery or failure to store any data, communications or personalization settings. Please refer to Section 6 below for full details.

C. Privacy Policy. 2F4Y respects your privacy and has developed a detailed Privacy Policy that is incorporated by reference into this User Agreement. Please take the time to read our Privacy Policy which is available at www.2f4y.com. As a User of the Services, you are accepting the terms of our Privacy Policy.

D. Posting User Content; No Endorsement of User Content. You are solely responsible for all User Content (as defined in the next sentence) that you upload, post, email, transmit or otherwise make available on or through the Services (collectively, "Post"). "User Content" means User-Posted content or information of any type or medium, including but not limited to: letters, emails or other messages;

other forms of communication through the Services; personal User information; cheat codes; board posts; reader reviews; blogs, game ratings, data, notes and testimonials; poll votes; images; audio or video files; and software. You may Post only User Content which you own, have created or which you have clear permission to Post. You acknowledge and agree that 2F4Y does not endorse any User Content and is not responsible or liable for any User Content, even though it may be unlawful, harassing, libelous, privacy invading, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable, or may infringe upon the intellectual property or other rights of another. You acknowledge that 2F4Y does not pre-screen User Content, and has no obligation to do so, but that 2F4Y and its designees will have the right (but not the obligation) in their sole discretion to refuse, edit, move or remove any User Content that is Posted on or through the Service.

E. Third Party Sites; Advertisers. The Services may provide you with opportunities links or other opportunities to use certain sites, services, products, applications or content offered by or through 2F4Y's third-party providers, including but not limited to advertisers, content and ecommerce providers (collectively "Third-Party Services"). Your use of any Third-Party Services is subject to any terms of service or conditions of use associated with the Third-Party Services. 2F4Y does not control Third-Party Services and is not responsible for any Third-Party Services or for the contents thereof, including, without limitation, any links that may be contained in or accessible through Third-Party Services. 2F4Y does not endorse any Third-Party Services or any products, content or communications linked to or accessible from the Services. You agree you are wholly responsible for making your own independent judgment regarding your use or interaction with Third-Party Services.

3. General Rules

For the benefit of the entire 2F4Y community, and to comply with applicable laws, we have certain general rules, which 2F4Y will construe in its sole discretion. Because violation of these rules may be grounds for immediate termination of your right to use the Services or other actions by 2F4Y, you should carefully read and follow them.

A. Provide Accurate Information. You agree to provide true, accurate, current and complete information about yourself as requested in the Services registration forms (the "Registration Data"). You agree to update the Registration Data to keep it current and accurate.

B. Guard Your Password. Upon completing the registration process, you will receive an account and select a password. You are responsible for maintaining the confidentiality of your password and account, and you are fully responsible for all activities that occur under your password or account. In the event of any unauthorized use of your password or account or any other breach of security, you must notify 2F4Y immediately and promptly change your password. Please visit the Support Section (www.2f4y.com) for instructions on how to change your password or to contact 2F4Y.

C. Obey the Law. You agree not to use the Services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (e.g., untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene,

or that infringes the copyright (e.g., rights of an owner or authorized user of material) or other intellectual property rights of others.

D. Permitted Use of Content. The content included in the Services, including all Web site design, text, graphics, photos, audio, video, the selection and arrangement thereof, and all software that are part of the Services (collectively, the "Content") is owned or licensed by 2F4Y and/or its licensors. All Content is made available to you for your personal, non-commercial use and may be stored on a computer only for such use. The Content is protected by copyright, trademark, service mark, patent and other proprietary rights and laws. Publication, sale, redistribution in any form or medium, as well as modification or use of the Content, except as expressly permitted, is prohibited without the prior written permission of 2F4Y.

E. Limits on Use of the Services. You agree not engage in any of the following: (i) use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor, data scrape, copy or transfer any part of the Services or the Registration Data or other data of any User (whether individually or in the aggregate); (ii) probe, scan or test the vulnerability of the Services, or breach the security or authentication measures on the Services; (iii) reverse look-up, trace or seek to trace any information on any other User of the Services, including any 2F4Y account not owned by you, to its source, or exploit the Services 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 Services; (iv) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services; (v) use any device, software or routine to interfere or attempt to interfere with the proper working or authorized uses of the Services or with any other person's use of the Services; (vi) forge headers or otherwise manipulate identifiers in order to disguise the origin of any message transmittal you send on or through the Services; and (vii) impersonate any other individual or entity or misrepresent your identity or your affiliation with another individual or entity.

F. Our Communities

1) Community Conduct. By using and/or registering for the community boards, user pages, wikis, blogs or other tools or applications for communicating, Posting, or creating User Content (collectively the "User Tools"), you agree to use the User Tools only to Post User Content that is proper and related to the particular forum. By way of example, and not as a limitation, you agree that when using the User Tools, you will not:

1. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
2. Post any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
3. Post files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have expressly received all necessary consents.
4. Post files or content that contains viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
5. Advertise or offer to sell any goods or services for any commercial purpose.

6. Post surveys, contests, pyramid schemes or chain letters.
7. Download any file posted by another User of a forum that you know, or reasonably should know, cannot be legally distributed in such manner.
8. Restrict or inhibit any other User from using and enjoying any public area of the Services.
9. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, or impersonate any person or entity or falsely state or misrepresent your affiliation with any person or entity.

If you choose to use language, such as a user name or game name that, in 2F4Y's sole discretion, is obscene, indecent, offensive, or abusive or that might otherwise be objectionable or inappropriate, we reserve the right without prior notice to you to delete or change the offending language including your user name or game name.

2) User Tools. 2F4Y and its affiliates reserve the right to terminate your access to any or all of the User Tools at any time without notice for any reason whatsoever.

3) Monitoring. 2F4Y and its affiliates have no obligation to pre-screen or monitor the User Tools or the content Posted on or through any User Tools. However, 2F4Y and its affiliates reserve the right at all times, in 2F4Y's or any of its affiliates' sole discretion, to edit or remove any content or communications, in whole or in part, and to disclose any information or take any action as necessary to satisfy any applicable law, regulation, legal process or governmental request or to protect the rights, property or safety of 2F4Y, its users and the public.

4) Usage. Content or communications Posted using the User Tools are generally public, not private, communications and others may read your communications without your knowledge or consent. You should not have any expectation of privacy relative to your communications through the User Tools. Always use caution when Posting personal information especially when Posting information that could personally identify you. Your Posting of any User Content through the User Tools is done at your own risk. 2F4Y is not responsible for its theft, copying or placement of that User Content on other media or networks. 2F4Y and its affiliates do not control or endorse the content, messages or information found in any community and, therefore, 2F4Y and its affiliates specifically disclaim any liability with regard to the User Tools and the content therein and any actions resulting from your participation or the participation of others using the User Tools. Community managers and hosts are not authorized spokespersons of 2F4Y or any of its affiliates, and their views do not necessarily reflect those of 2F4Y and its affiliates. Community managers and hosts do, however, set standards on their own community areas. By Posting User Content through the User Tools you grant 2F4Y certain rights as described in Section 4A below.

G. Downloads

Any material or third party software downloaded through or for the use of the Services is done at your own discretion and risk, and 2F4Y will not be responsible in any way for any damage to your computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written,

obtained by you from the Services or our third party service providers will create any warranty not expressly stated.

4. Rights You Grant to 2F4Y

A. User Content. By submitting any User Content through or to the Services, including through any User Tools or User Pages you hereby irrevocably grant to 2F4Y, its affiliates and distributors, a worldwide, royalty-free, non-exclusive, and fully sub-licensable license, to use, reproduce, modify, adapt, translate, publicly perform, publicly display, create derivative works from, transfer, transmit and distribute such User Content (in whole or in part) and to incorporate the User Content into other works in any format or medium now known or later developed. Notwithstanding the foregoing, when you submit a game FAQ, text guide, walkthrough or image, 2F4Y may modify the format and display of such User Content, but not the content. The foregoing grants shall include the right to exploit any proprietary rights in such User Content, including but not limited to rights under copyright, trademark, service mark or patent laws under any relevant jurisdiction. You grant 2F4Y the license to use, distribute, reproduce, modify, adapt, publicly perform and publicly display such User Content on the Services or on any media. You agree that the foregoing grant of rights by you to 2F4Y and its affiliates is provided without any the entitlement of payment of fees or consideration.

B. Account Access. In order to ensure that 2F4Y is able to provide high-quality services that are responsive to Users' needs, you agree that 2F4Y representatives will have access to your account and records as reasonably needed to investigate complaints. You are responsible for providing all personal computer and communications equipment necessary to gain access to the Service.

5. Children and Mature Content

The Services are not directed to children under the age of 13. 2F4Y will not knowingly collect personally identifiable information on or through the Services from anyone under 13. Please be aware that certain areas on the Services contain mature content and there may be posted specific age restrictions to access and view such areas. You may be exposed to Content on the Services that you find offensive, indecent or objectionable. By using the Services you assume all risk associated with its use. We encourage parents to supervise their children's use of the Services and maintain open communication regarding appropriate materials for use and viewing by their children. Note to Parents. If you have any concerns about the Services, please contact us via our contact form available at www.2f4y.com.

6. Other Legal Stuff

A. Disclaimer of Warranties. You expressly understand and agree that:

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. 2F4Y, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (COLLECTIVELY, THE "2F4Y PARTIES") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT

LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

THE 2F4Y PARTIES MAKE NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, (V) THAT YOUR MESSAGES, DATA OR INFORMATION, IN WHATEVER FORM OR MEDIUM, WILL NOT BE LOST, AND (VI) ANY ERRORS WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM ANY 2F4Y PARTY, OR THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE USER AGREEMENT.

A SMALL NUMBER OF USERS MAY EXPERIENCE EPILEPTIC SEIZURES WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS ON A COMPUTER SCREEN OR WHILE USING THE SERVICES. CERTAIN CONDITIONS MAY INDUCE PREVIOUSLY UNDETECTED EPILEPTIC SYMPTOMS EVEN IN USERS WITH NO HISTORY OF SUCH SYMPTOMS. CONSULT YOUR PHYSICIAN PRIOR TO USE OF THE SERVICES IF YOU HAVE HAD ANY OF THESE SYMPTOMS AND DISCONTINUE USE OF THE SERVICES IMMEDIATELY IF YOU EXPERIENCE DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION OR INVOLUNTARY MOVEMENTS OR CONVULSIONS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH JURISDICTIONS, LIABILITY OF THE 2F4Y PARTIES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. To the extent that any part of this section is not consistent with any other part of the User Agreement, then this Disclaimer of Warranties will override it.

C. Limitation of Liability. YOU AGREE THAT THE 2F4Y PARTIES WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE 2F4Y PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (I) THE USE OR INABILITY TO USE THE SERVICES; (II) THE COST OF GETTING SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR

TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANYONE ON THE SERVICES; OR (V) ANY OTHER MATTER RELATING TO THE SERVICES. IF, NOTWITHSTANDING THE OTHER PROVISIONS OF THIS AGREEMENT, ANY 2F4Y PARTY IS FOUND TO BE LIABLE TO YOU FOR ANY DAMAGE OR LOSS WHICH ARISES OUT OF OR IS ANY WAY CONNECTED TO YOUR USE OF THE SERVICES, LIABILITY OF THE 2F4Y PARTIES SHALL IN NO EVENT EXCEED THE GREATER OF THE TOTAL OF ANY SUBSCRIPTION OR SIMILAR FEES WITH RESPECT TO ANY SERVICE OR FEATURE OF THE SERVICES PAID IN THE SIX MONTHS PRIOR TO THE DATE OF THE INITIAL CLAIM MADE AGAINST 2F4Y.

D. Indemnification. You agree to protect and fully compensate the 2F4Y Parties from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) arising from your use of the Services, or violation of the User Agreement by you or any other user of your account (whether or not authorized).

E. Copyright Infringement. If you believe that content you own has been used on the Services in a way that violates your copyright or other intellectual property rights, please provide 2F4Y's Designated Agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

2F4Y's Designated Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

David Szammer
Dampfgasse 35-37
1100 Vienna, Austria

By email:

webmaster@2f4y.com

F. Miscellaneous. 2F4Y's rights under the User Agreement may not be waived unless 2F4Y agrees to such change in writing. The User Agreement and your account on the Services are personal to you and may not be transferred or assigned. This Agreement shall be governed by and interpreted in accordance with the laws of Austria, without regard to its conflicts of law provisions; and you hereby consent to and agree that the exclusive jurisdiction of and venue shall be in the federal and state courts located in the capitol of Austria, Vienna in all disputes arising out of or relating

to the Services. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this Section. 2F4Y's performance of the User Agreement is subject to existing laws and legal process, and nothing contained in the User Agreement is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by 2F4Y with respect to such use. If any part of the User Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the User Agreement shall continue in effect. The User Agreement, together with any additional terms and conditions or policies referred to and incorporated herein (including additional terms applicable to various parts of the Services and the Privacy Policy), constitutes the entire understanding between you and 2F4Y regarding the Services. A printed version of the User Agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the User Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. The parties have agreed that the User Agreement shall be written in English.

G. Notices. 2F4Y may give you notice of certain events from time to time and may be required by state or federal law to notify you of certain events. You hereby acknowledge and consent that such notices will be effective upon our posting them on our Services or delivering them to you through email if you have provided 2F4Y with your accurate email address.

Direct questions or notices to 2F4Y as follows:

2F4Y.com

David Szammer

Dampfgasse 35-37

1100 Vienna, Austria

Email:

webmaster@2f4y.com