



PRINTMOTOR API - SERVICE AGREEMENT

SERVICE AGREEMENT

Printmotor offers an API (the "API") for a certain use case as described below and in relevant service descriptions.

Printmotor's APIs may only be used by registering into the Printmotor service. The User (the "User" "you") registering an account in the Printmotor service will be bound by this Service Agreement (the "Agreement") with Printmotor Ltd. (Business ID: 0824433-3, address Sorvaajankatu 11 A, 00880 Helsinki, Finland) (hereinafter referred to as "Printmotor").

You shall read this Agreement with due care. By finalising the registration and starting to use the API, you accept the terms of this Agreement in their entirety. By clicking the box referring to this Agreement during the registration process, a binding contract is formed between you and Printmotor (each party is hereinafter individually referred to as the "Party" and together as the "Parties"), to which the terms set forth herein are applied. This Agreement governs your use of the API.

LICENSE GRANT; RESTRICTIONS

By registering to the Printmotor's API service and subject to due payment of applicable fees, Printmotor grants to the User a limited, non-exclusive, non-transferable, and non-sublicensable right to use the API during the term of this Agreement for the purposes set out herein and pursuant to the terms and conditions of this Agreement.

The license for using the API is granted solely to the following purpose:

- i. Sending print product orders to production and delivery

You may only access (or attempt to access) an API by the means described in the documentation or service description of that API.

Printmotor may set and enforce limits on your use of the API (e.g. limiting the number of API requests that you may make), in Printmotor's sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with API.

USING THE API

Printmotor may make modifications or changes to its API and services thereof at any time at its sole discretion and without notifying the User thereof provided that such changes do not materially affect the User or the use of the API. If Printmotor introduces changes materially affecting the API or the services thereof, Printmotor will notify the User in advance in writing and the User is entitled to terminate this Agreement and User's use of the API in case the User does not accept the changes.

You agree that Printmotor may monitor the use of the API to ensure quality, improve Printmotor's products and services and verify your compliance with this Agreement. This monitoring may include Printmotor accessing and using your API client, for example to identify security issues that could affect Printmotor or other users. You shall not interfere with this monitoring. Printmotor may use any technical means to overcome such interference. Printmotor may suspend access to the APIs by you without notice if Printmotor reasonably believes that your use of the APIs is in breach of the terms of this Agreement.

Printmotor shall offer to User the services (including production and delivery services) as set out herein. The User shall at all times be deemed as the seller of the products towards the end-customer and



Printmotor solely as a subcontractor of the User and Printmotor shall only be liable for conducting the services set out herein. The User shall be solely liable for all responsibilities and liabilities incurring due to User's status as the seller of the products or otherwise resulting from the sale of products to end-customers, including without limitation collection of the price of products from end-customers and any and all tax liabilities, such as reporting and paying any value-added taxes or other consumption taxes and tax obligations incurred due to the profits the User may receive from the sale of products.

RESTRICTIONS OF USE

The User may use the API only and strictly in accordance with the terms of this Agreement.

When using the API, the User may not:

- i. Sublicense an API for use by a third party;
- ii. Perform an action with the intent of introducing to Printmotor's products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature;
- iii. Defame, abuse, harass, stalk, or threaten others;
- iv. Interfere with or disrupt the API or the servers or networks providing the API;
- v. Promote or facilitate any unlawful actions;
- vi. Reverse engineer or attempt to extract the source code from any API or any related software;
- vii. Use the API for any activities where the use of the API could lead to intellectual property right infringement.

NO WARRANTIES

Except as specifically provided under this Agreement, the API and the services thereof are provided "as is" and with the functionalities available at each time without warranty of any kind, either express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement. Printmotor does not make any commitments about the content accessed through the API, the specific functions of the API or their reliability or availability.

The functionalities of the API are set out in this Agreement and in the service descriptions included for the registered users in Printmotor's service. For the sake of clarity, User is not entitled to receive on the basis of this Agreement, inter alia, separate support services or consultation services. The User may acquire additional functionalities or services as separately agreed between the Parties.

ACCOUNT

The User is solely responsible for maintaining the confidentiality and security of User's account and user names and passwords thereof. The User is responsible for all activities that occur on or through the User's account. The User agrees to immediately notify Printmotor of any security breach of the User's account or any unauthorized use thereof. The User is solely responsible for ensuring that only authorized actions and activities occur on or through the User's account and Printmotor shall not be responsible or have any liability for any losses arising out of any unauthorized use of the User's account.

The User agrees to provide truthful, accurate and complete information as requested ("Registration Data") when registering with Printmotor, and to update such Registration Data to keep it accurate and complete. The User agrees that Printmotor may store and use the Registration Data it provides for use in maintaining the account.

USER AND ACCOUNT DATA

In connection with the use of the APIs, the User may submit various data to Printmotor ("User Data").



The User shall ensure that the use of the User Data does not infringe any third party intellectual property rights or violate any applicable laws or legislation.

The User hereby authorizes Printmotor and its subcontractors to process and store the User Data for the purposes of providing the service relating to APIs as well as for managing the User relationship and developing Printmotor's services.

The purposes of processing the User Data as well as practices relating to the processing and storing of User Data are defined in Printmotor's Privacy Policy available at Printmotor's website.

OPERATING MODEL; PAYMENT OF FEES

API may be used in enterprise integrations. When API is used, the User's server is accessing Printmotor backend each time a new order is made via the API. With API, the Users may integrate User's existing software to send print orders to the Printmotor backend. Each request may define a new destination or can reuse an existing one.

By using the API, User agrees to the pricing in force from time to time. Printmotor shall have the right to revise the pricing at any time. In case Printmotor revises the pricing, Printmotor shall inform the User regarding the change in pricing.

When Users send new orders using the API, there is no billing integration. Instead, Printmotor will invoice the User on a monthly basis. Invoices shall be sent on the last day of each month. Term of payment shall be ten (10) days from the date of the invoice. Printmotor reserves the right to invoice Users in advance on its discretion.

The service fees for the services Printmotor carries out on the basis of this Agreement are set out in service descriptions on Printmotor's website.

The product categories and the specific products which may be ordered by using the Server API are defined in service descriptions available at Printmotor's website.

Orders via the API shall be made in accordance with Printmotor's instructions and descriptions available at Printmotor's website. Printing of the product and delivery thereof is carried out by Printmotor.

Production time for each product category is defined in the price list in force at the time of each order. Printmotor strives to manufacture all products in accordance with the defined production times. However, Printmotor's inability to meet the production times does not cause an obligation for Printmotor to pay compensation to the User or compensate the User in any other way.

Printmotor shall deliver the orders using different courier services. Printmotor shall provide the User with an estimation of the delivery time. However, in case the delivery time is exceeded, Printmotor shall not be obliged to pay compensation to the User or compensate the User in any other way. Estimated delivery times may vary depending on the location of the delivery and Printmotor reserves the right to impose restrictions on deliveries to certain countries.

If the estimated delivery time is exceeded by more than 14 days, the product shall be deemed lost. In case of a lost product, Printmotor shall deliver a new corresponding product on its own expense, but shall not be obliged to pay compensation to the User or compensate the User in any other way.

Printmotor shall be responsible for the product to be delivered undamaged. In case a product is damaged, Printmotor shall deliver a new corresponding product on its own expense, but shall not be obliged to pay compensation to the User or compensate the User in any other way.

For clarity, the User shall be deemed as the seller of the products towards the end-customer and



Printmotor solely as a subcontractor of the User and Printmotor shall only be liable for conducting the services set out herein.

CONTENT AND MATERIALS; INTELLECTUAL PROPERTY RIGHT INDEMNIFICATION

The User represents and warrants that it owns or has acquired all necessary rights and/or third party consents and licenses (including but not limited to intellectual property rights) to freely use any and all content which the User uploads or submits to Printmotor via the APIs at any time ("User Content"). The User accepts full and sole responsibility for User Content. Users shall be solely liable for any damage resulting from any infringement of intellectual property rights or any other harm resulting from User Content.

The User shall always remain liable for the User Content (its lawfulness and any and all rights to the User Content being in effect). By uploading User Content via the APIs, the User accepts that Printmotor may freely use the User Content, e.g. by altering, storing, printing, copying or making it available to the public or transferring the foregoing rights to Printmotor's partners for the purpose of printing the products and providing the Services. The User hereby waives any and all rights to be compensated for such usage of User Content. Printmotor may not use the User Content for its own commercial purposes without the User's prior consent.

The User agrees that the User Content or any part thereof shall not be unlawful, offensive, inaccurate, misleading, abusive, pornographic, harassing, libelous or otherwise inappropriate. Printmotor has the right to remove any User Content it deems, in its sole discretion, to be in breach of this Agreement.

The User agrees to indemnify and hold Printmotor, its affiliates, subsidiaries, partners, agents, officers, directors and employees harmless from any claim or demand, including reasonable attorneys' fees, resulting from or arising out of or in connection with the User's infringement or violation of any intellectual property rights, other rights or privacy of a third party or other claims relating to User Content.

AVAILABILITY

Printmotor strives to have the API available for the User's use 24 hours a day 7 days a week during the term of this Agreement.

Printmotor shall always have the right to temporarily suspend the availability of the API in accordance with the following, without any obligation to compensate any damages or service level failures to the User:

Printmotor shall have the right to suspend the availability of the API for a reasonable duration, if this is necessary in order to perform installation, change or maintenance work.

Printmotor shall have the right to suspend the availability of the API due to installation, change or maintenance work of Printmotor's network or due to data security risks or if required by law or public authorities. If Printmotor suspends the availability of the API for this reason, Printmotor shall inform the User of the suspension and the duration of the estimated suspension in advance or, if this is not reasonably possible, without undue delay after Printmotor has become aware of such occurrence.

Printmotor shall have the right to deny the User's access to the User's account without any prior notice to the User, if Printmotor suspects that the User burdens or uses the APIs in a manner which may jeopardize the availability of the APIs to other users. Printmotor shall without undue delay inform the User of the reasons for such denial.

The User acknowledges that interruptions to the availability of the APIs may also occur due to no fault of Printmotor, for example, in the event of data connection disruptions.



In the event of any interruptions to the APIs or availability thereof, Printmotor shall not have any obligation to compensate any damages or service level failures to the User.

INTELLECTUAL PROPERTY RIGHTS RELATED TO THE APIS

All right, title and interest in and to all copyright, patent, trademark, design right, database protection right, and any other form of statutory protection of any kind (whether registered or unregistered) and applications for any of the foregoing respectively as well as any know-how, inventions, and trade secrets in or related to the API and thereto related documentation (including modifications, if any) and all parts and copies thereof shall remain exclusively vested with and be the sole and exclusive property of Printmotor and/or its subcontractors.

Except as expressly stated herein, this Agreement does not grant the User any intellectual property rights in the API and all rights not expressly granted hereunder are reserved by Printmotor and its subcontractors or licensors, as the case may be.

LIABILITY

Printmotor shall not be liable for any indirect or consequential damages.

Nothing contained herein shall be deemed to limit Printmotor's liability towards the User in the event of and to the extent that the liability results from wilful misconduct or gross negligence of Printmotor.

Printmotor has no other obligations or liabilities than those that have expressly been agreed upon in this Agreement.

The User agrees to indemnify and hold Printmotor's affiliates, subsidiaries, partners, agents, officers, directors and employees harmless from any claim or demand, including reasonable attorneys' fees, resulting from or arising out of or in connection with (i) the User's breach, or alleged breach, of this Agreement, (ii) misuse of the Service by a third party where the misuse was made possible by the User's failure to take reasonable measures to protect the username and password against misuse, or (iii) the User's violation of any law or the rights of a third party.

Printmotor's liability shall at all times be limited to the service fees paid by the User to Printmotor during 6 months' period preceding the occurrence for which damages are claimed.

TERM AND TERMINATION OF THE AGREEMENT

This Agreement shall stay in force until further notice. The User may terminate this Agreement at any time by giving a written notice to Printmotor. After termination, the User shall cease using the APIs.

Notwithstanding anything to the contrary herein, Printmotor shall have the right, exercisable at its absolute and sole discretion, immediately to terminate this Agreement and the User's account and block the User's access to the APIs at any time if the User uses the APIs in violation of this Agreement or otherwise in a way which may harm Printmotor or other users.

MISCELLANEOUS

Governing Law

These Terms of Service will be governed by the laws of Finland, excluding its conflicts-of-law provisions.

Dispute resolution

Any disputes arising out of this Agreement will be referred to Helsingin käräjäoikeus (Helsinki District Court) as the court of first instance. Consumers are entitled to bring action in the court of first instance of



their domicile. In case of disputes, consumers may also resort to the Consumer Complaints Board (kuluttajariita.fi) or the Online Dispute Resolution service provided by the European Commission (ec.europa.eu/odr).

If you have any questions related to these Terms & Conditions, please contact us by email at support@printmotor.com.

Severability

If any part of this Agreement is held to be invalid or unenforceable by any court, tribunal or other authority having jurisdiction, this shall not affect the validity or enforceability of the rest of this Agreement. Instead, this Agreement shall be construed and interpreted so that its effect shall remain as close as legally possible to the effect it would have had without such invalidity or unenforceability.

Assignment

The User may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Printmotor. Printmotor may at any time assign any or all of its rights under this Agreement to a third party by informing the User thereof in writing.