



PRINTMOTOR STORES - SERVICE AGREEMENT FOR SELLERS

Printmotor is the owner of the Printmotor platform and service provided for companies, private individuals, clubs and other entities for setting up an own web store, as further defined below. Printmotor offers online printing, payment handling and shipping handling services to Users of the Service, to enable the User to establish and design one or more customized online shops facilitating the sale of products and/or services (a "Store" or "Stores").

By creating an account ("Account") and establishing a web store to the Printmotor platform and online service (hereinafter "Service"), the User using the Service (the "User" "you") 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 Account and opening a web Store in the Service, you accept the terms of this Agreement in their entirety. By clicking the box referring to this Agreement in the Service, 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.

RIGHT TO USE THE PRINTMOTOR SERVICE

By creating an Account and setting up a Store, Printmotor grants and the User hereby accepts a limited, non-exclusive, non-transferable, and non-sublicensable right to the User to use the Service during the term of this Agreement for the purposes set out herein and pursuant to the terms and conditions of this Agreement.

SERVICE

Printmotor may make modifications or changes to the Service 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 Service. If Printmotor introduces changes materially affecting the Service, Printmotor will notify the User thereof in advance in writing and the User is entitled to terminate this Agreement and User's use of the Service in case the User does not accept the changes.

Except as specifically provided under this Agreement, the Service is 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 the warranties regarding assumed sales or profits accrued for User by using the Service.

The functionalities of the Service are set out in this Agreement and in the service descriptions included in the 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.

The User may later be able to include third party applications or services to the Store. The User agrees that Printmotor is not a publisher, provider, seller, distributor or marketer of such third party applications and that Printmotor has no liability or responsibility for any third party applications or their merchantability and that any use of third party applications is done solely in the User's own risk. The User agrees that it will not use any third party applications in a manner that would infringe or violate the rights of any other party and that Printmotor is not in any way responsible for any such use.

Once the User acquires a third party application from or via the Service, the User is entering into a binding agreement directly with the rights holder of that third party application (the "Publisher") governing the User's use of that third party application and Printmotor is not a party of such agreement.



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 its 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, Store and customer data thereof.

The Account may only be connected to one Store. If the User wishes to create several separate Stores, the User will have to create a new Account.

OPERATING MODEL AND PAYMENT OF FEES

Printmotor offers a platform where Users may start an own store and sell printed goods.

User shall design the products sold in the web store and provide the materials to Printmotor in the way and format communicated to the User in the Service. Printmotor shall manufacture the products, collect payments from the end customers, ship products to the end customers and handle returns and offer customer service to the end customers. Products are manufactured on-demand on the basis of orders which end customers make in the Store. The product listings of available products are defined in Printmotor's service descriptions in the Service.

The shipping procedures, delivery times, restrictions to deliveries and other delivery conditions and terms relating to returns and refunds are defined in Printmotor's Terms of Use. The User hereby acknowledges that Printmotor's Terms of Use shall be included in each Store.

There is no set-up fee to start using the Service. The User shall determine the prices for the products sold in the web store. Printmotor shall define the production and shipping costs and Printmotor's service fee for each product. Such costs are defined in the service descriptions on Printmotor's website. User will see Printmotor's costs and fees before opening a Store. User's profit will be the difference between the purchase price defined by the User and Printmotor's fixed costs for the said products. Printmotor pays User the User's profit incurred from the sales made through the User's Store once a month afterwards. Printmotor makes the payment for sales during the following calendar month.

Printmotor reserves the right to change the prices for any part of the Service. No change will take place for transactions or activities that have already been carried out or commenced prior to the date of the price change.

The User hereby authorizes Printmotor to charge the price of the products sold in the Store from the end customer ordering the product from the Store. Printmotor reserves the right not to ship and deliver any Product until it has received the full price, after any third party payment organizer has deducted its fees, in Printmotor's bank account. Printmotor uses Payment Highway (www.paymenthighway.fi) for all payments from the end-customers. Payment Highway currently offers payments by Visa and MasterCard credit, debit and electron cards as well MobilePay. Printmotor may also introduce alternative and additional payment methods. Printmotor's Terms of Use and conditions regarding payments shall apply to all payments and transactions made in any Store.

Payments to Users are made through payment methods available in the Service from time to time. User



may choose the payment method, however, limitations based on e.g. location of establishment or nationality may apply.

You can currently present the prices in the Store in Euros (EUR), Swedish Kronas (SEK), British Pounds (GBP) or United States Dollars (USD). Printmotor may add other currencies in the future. The available currencies are defined in the Service.

User is solely liable for paying all taxes incurred due to payments made by Printmotor to User. Please note that in most countries, the income the User receives from Printmotor is taxable income and you need to state it in your tax statement. Printmotor does not send statements to any local tax authorities. The User shall be liable for making all necessary tax notifications and statements to relevant authorities.

When the User sets up a Store, the User must choose the currency of the Store from the list provided by Printmotor. The User may not change the currency after the initial setup of the Store. All prices are payable in the chosen currency by the end customer for transactions made in the Store. Similarly, all fees paid by Printmotor to the User shall be paid in the chosen currency.

STORE

The User may choose the web address of the Store. The web address will be in the format www.printmotor.com/yourchoice. Please note that the address must be four characters or more.

The User may choose and change the logo of the Store in Store settings.

The User is responsible for all data and materials (including logos, names, signs and trademarks) the User enters into the Service and the validity and accuracy thereof. For the avoidance of doubt, all data and materials the User enters into the Service when creating or modifying the Store shall be considered User Content and the terms set out below in section "Content and Materials; Intellectual Property Right Indemnifications" shall apply to such data and materials.

GENERAL OBLIGATIONS OF THE USER

The User confirms that he/she is 18 years old or older (or above the legal age in the User's country of residence, if higher than 18) and that he/she has fully understood the risks and challenges connected with selling products and services online.

The User undertakes to not use the Service for other purposes than the purpose set out herein or otherwise in breach of this Agreement. The foregoing includes an undertaking not to exploit, reproduce, copy, resell, claim association, duplicate, imitate the Service or any aspect of it except as explicitly agreed upon in this Agreement or otherwise with Printmotor. Furthermore, the User undertakes not to use the Service for any illegal, immoral or unauthorized purposes, in a manner that may disrepute Printmotor or create any bad will for the Service or Printmotor, or in ways that are in conflict with applicable laws of the country in which the User is active, and/or trades with as well as the laws of Finland.

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 the Service at any time ("User Content"). The User accepts full and sole responsibility for User Content that the User uploads or in other ways makes available via the Service and the consequences of posting that 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 accepts that User Content may be transferred unencrypted across various networks and be



subject of any changes to conform to the Service's technical requirements.

The User shall always remain liable for the User Content (its lawfulness and any and all rights to the Content being in effect). By uploading User Content via the Service, 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. Printmotor has also the right to use User Content (and the name of the Store) for marketing purposes. The User hereby waives any and all rights to be compensated for such usage of User Content. Notwithstanding the above, Printmotor may not use the User Content for its own commercial purposes (except for the limited right to use the User Content for marketing purposes) and all sales of the products whereof User Content is used will only take place through the Store and at the agreed price.

The User may not transfer any harmful code, malicious software or other content that can damage the Service, nor may the User publish any material that may be deemed to damage Printmotor's brand or goodwill. The User agrees not to submit or upload to the Service or use in the Service any content that is 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.

Printmotor does not monitor or review the User Content. However, Printmotor shall have the right, but not the obligation, to monitor the User Content uploaded or submitted to the Service at all times, to determine compliance with this Agreement and any operating rules established by Printmotor, as well as to satisfy any applicable law, regulation or authorized government request. Printmotor has the right to delete any User Content from the Service and suspend or delete a Store in case Printmotor detects or becomes aware of any User Content which is in breach of the terms 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.

RESTRICTIONS OF USE

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

The User may not:

- (a) circumvent or attempt to circumvent any usage control features of the Service;
- (b) probe, scan or test the vulnerability of the Service; or
- (c) disrupt other users of the Service or use the Service for phishing or spamming.

AVAILABILITY

Printmotor strives to have the Service and any Store 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 provision of the Service or the availability of a Store during the Service Hours 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 Service or a Store 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 Service or a Store due to installation, change or maintenance work of Printmotor's network or due to data security risks to the Service or if



required by law or public authorities. If Printmotor suspends the Service for this reason, it 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 Service without any prior notice to the User, if Printmotor suspects that the User burdens or uses the Printmotor Service in a manner which may jeopardize the availability of the Service 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 Service 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 Service or Store or availability thereof, Printmotor shall not have any obligation to compensate any damages or service level failures to the User.

USER AND ACCOUNT DATA

In connection with the use of the Printmotor Service the User may enter various data into the Printmotor Service ("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 as well as for managing the User relationship and developing the Service.

The purposes of processing the User Data as well as practices relating to the processing and storing of User Data and data relating to end customers of any Store are defined in Printmotor's Privacy Policy available at Printmotor's website. The User hereby acknowledges that Printmotor's Privacy Policy shall be included in all Stores.

INTELLECTUAL PROPERTY RIGHTS RELATED TO THE PRINTMOTOR SERVICE

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 Service 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 Service and all rights not expressly granted hereunder are reserved by Printmotor and its subcontractors or licensors, as the case may be.

INTERFACES AND INTEGRATION TOOLS

For the avoidance of doubt, all interfaces and integration tools relating to the Service are provided on "as is" basis. Printmotor may provide the User with such interfaces and integration tools as developed and implemented by Printmotor from time to time. The User shall acknowledge that some interfaces or integration tools may be provided by third parties and/or may have connections or links to third party service providers' software or systems. Printmotor shall not, under any circumstances, be liable for the actions of such third parties or the parts of the interfaces or integration tools which are delivered, maintained or owned by third parties.



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 these Terms, (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.

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, Printmotor shall pay the outstanding sales commissions incurred from sales before the termination and close the Store within 14 days from the termination.

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 Service and Store(s) at any time if the User uses the Service in violation of this Agreement or otherwise in a way which may harm Printmotor or other users of the Service.

For the avoidance of doubt, after termination of this Agreement for any reason, the User shall lose its access right to the Service and User's Account and the Store(s) connected to the Account.

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.