

Terms and Conditions
www.inkpickr.com

1. Preamble

The application www.inkpickr.com(**Application**) is operated by INKPICKR s.r.o., residing at Svatoplukova 1551/4, 040 01 Kosice, Slovakia CRN 51 413 876, District Court Kosice I, Sro, 43226/V, Tax no. 212 068 7382 (**Marketplace**).

Contact:

- telephone: +421905263531
- e-mail: hello@inkpickr.com

Marketplace through Application executes activities leading to concluding Contract for the supply of services between Client and Artist(as defined below).

These Terms apply to all visitors, users and others who access or use the Marketplace. By accessing or using the Application you agree to be bound by these Terms.

2. Definitions

In these Terms the following definitions apply:

Application - defined in Preamble;

Total price - defined in Article 7;

Reservation price - defined in Article 7;

Account termination - means declining access to the Application and Marketplace services, and deletion of account information

Client - means physical person who accepts Order through the Application;

Artist - means legal person that creates Order through the Application

Artist service - means services supplied by Artist specified in Contract for supply of services

Artwork - means graphical representation of a tattoo, which is according to Order and in compliance with Contract for the supply of services realized by the Artist for the Client;

User - means all users, visitors and others who access and use Application;

Website - means web site www.inkpickr.com;

Marketplace - defined in Preamble;

Order - defined in Article 4;

Payment gateway - means payment system developed and operated by „Adyen“ the Payment gateway provider;

Payment gateway provider - means company Adyen N.V.(www.adyen.com);

Registration form - defined in Article 3;

Terms - means these Terms and Conditions;

Client commitment - defined in Article 7;

Contract of brokerage - means contract concluded between Marketplace and Artist as defined in Article 4, which constitutes an integral part of these Terms, and based on which the Marketplace undertakes to supply brokerage services for Artist.

Contract for use of Application- means contract concluded between Marketplace and User as defined in Article 3, which constitutes an integral part of these Terms.

Contract for supply of services - means contract concluded between Client and Artist as defined in Article 5, which constitutes an integral part of these Terms, and which defines the conditions for Artwork implementation from the Artist to the Client.

3. Registration

Supplying Services through Application(especially Marketplace services) is conditioned by User registration. Marketplace services are offered only to Users who are above the age of 18.

User registers in Application through the form supplied in Application(**Registration form**). User is asked to provide relevant information in the Registration form such as e-mail address and username.

When User creates an account, User must provide the Marketplace information that is accurate, complete, and current at all times. Failure to do so constitutes a breach of the Terms, which may result in immediate Account termination.

User is responsible for safeguarding the password to access the Marketplace and for any activities or actions under the password, whether the password is with the Marketplace or a third-party service.

User agrees not to disclose the password to any third party. User must notify the Marketplace immediately upon becoming aware of any breach of security or unauthorized use of User's account.

User may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

Successful registration shall be deemed as User's right to receive the supply of Marketplace

services under conditions outlined in these Terms, and also to create and/or accept Order to conclude the Contract for the supply of services.

4. Order

Marketplace services are provided based on Artwork submitted by Artist to the Application(**Order**). Each Artwork must contain information marked in the Application as mandatory.

Artist is responsible for the Artwork that is posted to the Marketplace, including its legality, reliability, and appropriateness.

By posting Artwork to the Marketplace, Artist grants the Marketplace the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Artwork on and through the Marketplace. Artist retains any and all rights to any Artwork submitted, posted or displayed on or through the Marketplace and Artist is responsible for protecting those rights. Artist agrees that this license includes the right for the Marketplace to make Artwork available to other Users of the Marketplace, who may also use Artwork subject to these Terms.

Artist represents and warrants that: (i) the Artwork is at his ownership or has the right to use it and grants the Marketplace the rights and license as provided in these Terms, and (ii) the posting of Artwork on or through the Marketplace does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person.

Submitting Artwork to the Application is also considered as the Artist's proposal for Brokerage contract. Brokerage contract is concluded the moment Artwork is displayed in the Application.

5. Order confirmation and conclusion of the Contract for the supply of services

Client is eligible to choose and accept any Order available in the Application. The client accepts the Order by paying the Reservation Price.

The client and the Artist will be notified through the e-mail address they submitted in the Registration form about Order confirmation.

The client may be asked to supply certain information relevant to Order including, without limitation, credit card number, the expiration date of credit card, billing address.

The Client represents and warrants that: (i) he has the legal right to use any credit card(s) or other payment method(s) in connection with any Order; and that (ii) the information he supplies to the Marketplace is true, correct and complete.

By submitting such information, the Client grants the Marketplace the right to provide the information to our Payment Gateway provider for purposes of facilitating the completion of Order.

The Marketplace takes full responsibility for all transactions related to Order.

The Marketplace reserves the right to refuse or cancel Order at any time for certain reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in Order or other reasons.

The marketplace reserves the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected.

Order confirmation shall be deemed as the Contract for the supply of services between the Client and the Artist has been concluded.

6. Artwork implementation

Artist is bound to supply the service of artwork implementation to Client after paying Reservation price.

The Artist will contact the Client through the contact information available in the Application to agree on the date of Artwork implementation.

The Client and the Artist may, only with the agreement of the other party, amend the conditions for Artwork implementation.

This change to conditions of Artwork implementation is binding both for the Client and the Artist alike.

If any of the parties do not agree with the change of conditions of the Artwork implementation, they can contact the Marketplace at hello@inkpickr.com and the Marketplace will mediate when necessary. The Marketplace has the final say in all disputes.

7. Price for supplying services

Access and use of the Application is free. The Marketplace reserves the right to charge Users for the use of the Application. If fees are charged for the use of Application the Marketplace will notify and inform Users prior to the change.

Artist is asked to specify the Total price of the Order(**Total price**).

Total price includes:

(i) the price for the Supply of the Marketplace's brokerage services charged by the Marketplace's Payment gateway provider Adyen corresponding to 10% of the Total price(**Marketplace fee**).

(ii) the price for the supply of Artist service charged by the Marketplace's Payment gateway provider Adyen corresponding to 20% of the Total price(**Artist fee**).

(iii) the price for the supply of Artist service payed by the Client to the Artist upon the arranged time of Artwork implementation corresponding to 70% of the Total price(**Client commitment**).

Client is asked to pay 30% of the Total price to confirm Order(**Reservation price**). The Reservation price is charged by the Marketplace's Payment gateway provider Adyen and consists of (i)the Marketplace fee and (ii)the Artist fee.

The entitlement for the payment of the Marketplace fee and Artist fee is established at the moment of Order confirmation by Client.

Both the Marketplace and Artist fee prices include all taxes(VAT included), levies, and duties.

8. Artist fee

Artist hereby authorizes the Marketplace and the Payment gateway provider to, in the name and on behalf of the Artist, collect Artist fee and process it subject to these Terms

The Marketplace shall be obliged to pay the Artist fee to the Artist without undue delay after the Marketplace collects it from the Payment gateway provider, but not sooner than operative events will arise to

Artist shall be obliged to take a picture of a completed tattoo after Artwork implementation and inform the Marketplace using the tools designated for it in the Application.

Artist fee will be then released to Artist's bank account through a wire transfer.

The Client shall be obliged to pay the Client commitment to the Artist with undue delay after the Artwork implementation.

9. Cancellation and refund policy

All users have agreed with the Marketplace cancellation and refund policy that will enforce to protect both client and artist alike. The Marketplace takes full responsibility for handling and processing all refunds and cancellations.

If Client cancels Order he may incur the following cancellation penalties:

- (i) 0% of the Reservation price, if Order is cancelled by the Client more than 48 hours prior to the arranged date of Artwork implementation.
- (ii) 100% of the Reservation price, if Order is cancelled by the Client less than 48 hours prior to the arranged date of Artwork implementation.

An appointment is officially cancelled when the artist or client notifies our customer support team at hello@inkpickr.com. A confirmation e-mail is after sent to the client and artist confirming the cancellation and may contain suggested times for a new appointment.

Cancellation and Refund policy may be superseded by **Extenuating Circumstances**. In the rare instance where extenuating circumstances arise, the Client or the Artist may need to cancel a confirmed Order. In such cases, the Marketplace may elect to forgo the cancellation penalties outlined in the Terms. Such cases will be contingent on proper documentation, where valid, and include:

- Death in the family.
- Serious illness or serious illness in the family.
- Political unrest in the country.
- Maintenance issues that affect the ability to perform.

10. Invoicing

The Marketplace and the Artist fee will be invoiced pursuant to the relevant legislation by the party supplying the corresponding service.

Client, as the recipient of services, hereby agrees that the Marketplace and the Artist will issue invoices concerning the contracts between the Client and the Marketplace or between the Client and the Artist electronically.

The Marketplace and the Artist will be sending these invoices to the Client's e-mail address entered in the registration form.

11. Other rights and obligations

User:

- is allowed to use the Application solely for own purposes;
- is not allowed to forward or pass his account credentials on any third person without prior notice and agreement from the Marketplace;
- is not allowed to use account that belongs to third person;
- is not allowed to use the Application in any illegal way;
- is not allowed to use the Application to cause harm or inconvenience to any third person;
- must not breach or alter the hardware and/or software infrastructure on which the Marketplace runs the Application;
- must not attempt to damage the Application or the services provided by the Marketplace;
- is not allowed to forward or pass the rights or/and obligations resulting from these Terms on any third person without prior notice and agreement from the Marketplace;
- must not copy or distribute the Application or any other content of the Marketplace without the prior consent of the Marketplace;
- is obliged to store and secure any login information the Marketplace provides for the purposes of accessing the Marketplace services;
- is obliged to inform the Marketplace in case or possibility of breach of User's login information;
- is obliged to present any identification that is reasonably required by the Marketplace; and
- is obliged to adhere to any national and international legislation, which is applicable to access and use the Application and services provided by the Marketplace therein.

In case the User fails to meet these obligations, the Marketplace is allowed to terminate the User's account.

12. Privacy policy

The Marketplace will not use or share User information with anyone except as described in this Privacy Policy.

The Marketplace uses User's Personal Information for providing and improving the Application. By using the Application, User agrees to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in Terms and Conditions, accessible at

<https://inkpickr.com>.

While using the Application, the Marketplace may ask Users to provide certain personally identifiable information that can be used to contact or identify the User. Personally identifiable information may include, but is not limited to, email address, name(**Personal Information**).

The Marketplace may also collect information that the User's browser sends whenever the User visits the Application(**Log Data**). This Log Data may include information such as computer's Internet Protocol address, browser type, browser version, the pages of the Application visited, the time and date of visit, the time spent on those pages and other statistics.

In addition, the Marketplace may use third party services such as Google Analytics that collect, monitor and analyze this type of information in order to increase the Application's functionality. These third party service providers have their own privacy policies addressing how they use such information.

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to a browser from a web site and stored on User computer's hard drive.

The Marketplace uses "cookies" to collect information. The User can instruct a browser to refuse all cookies or to indicate when a cookie is being sent. However, if the User does not accept cookies, the User may not be able to use some portions of the Application.

The Marketplace may use remarketing services to advertise on third party websites to Users after visiting the Application. The Marketplace, and its third party vendors, use cookies to inform, optimize and serve ads based on past visits to the Application.

The Marketplace may use User's Personal Information to contact with newsletters, marketing or promotional materials and other information that may be of interest to the User. Users may opt out of receiving any, or all, of these communications by following the unsubscribe link or instructions provided in any email sent.

User's information, including Personal Information, may be transferred to — and maintained on — computers located outside of User's state, province, country or other governmental jurisdiction where the data protection laws may differ than those from User's jurisdiction.

If the User is located outside Slovakia and chooses to provide information to us, please note that the Marketplace transfers the information, including Personal Information, to Slovakia and process it there.

User's consent to this Privacy Policy followed by User's submission of such information represents the agreement to that transfer.

The Application may contain links to other sites that are not operated by us. If User clicks on a third party link, the User will be directed to that third party's site. The Marketplace strongly advises Users to review the Privacy Policy of every site visited.

The Marketplace has no control over, and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

The Application does not address anyone under the age of 18 ("Children").

The Marketplace does not knowingly collect personally identifiable information from children under 18. If you are a parent or guardian and you are aware that your Children has provided the Marketplace with Personal Information, please contact the Marketplace. If the Marketplace becomes aware that it has collected Personal Information from a children under age 18 without verification of parental consent, the Marketplace takes steps to remove that information from servers.

The Marketplace may update our Privacy Policy from time to time. The Marketplace will notify User of any changes by posting the new Privacy Policy on this page.

The User is advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

13. Limitation of liability

In no event shall the Marketplace, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Marketplace; (ii) any conduct or content of any third party on the Marketplace; (iii) any content obtained from the Marketplace; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

14. Intellectual property

The Marketplace and its original content (excluding Artworks provided by users), features and functionality are and will remain the exclusive property of the Marketplace and its licensors. The Marketplace is protected by copyright, trademark, and other laws of both the Slovakia and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of the Marketplace.

15. Changes

The Marketplace reserves the right, at its sole discretion, to modify or replace these Terms at any time. If a revision is material the Marketplace will provide at least 14 days notice prior to any new terms taking effect. What constitutes a material change will be determined at the Marketplace's sole discretion.

By continuing to access or use the Marketplace after those revisions become effective, User agrees to be bound by the revised terms. If User does not agree with the new terms, he

must stop using the Marketplace.

16. Account termination

The Marketplace may terminate or suspend User's account immediately, without prior notice or liability, for any reason whatsoever, including without limitation if User breaches the Terms.

Upon termination, User's right to use the Marketplace will immediately cease. If User wishes to terminate an account, User may simply discontinue using the Marketplace.

17. Governing law

These Terms shall be governed and construed in accordance with the laws of Slovak Republic, without regard to its conflict of law provisions.

Failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between Users and the Marketplace, and supersede and replace any prior agreements there might have existed regarding the Marketplace.

18. Final provisions

The Marketplace is provided on an "AS IS" and "AS AVAILABLE" basis. The Marketplace is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

The Marketplace and its subsidiaries, affiliates, and its licensors do not warrant that (i) the Marketplace will function uninterrupted, secure or available at any particular time or location; (ii) any errors or defects will be corrected; (iii) the Marketplace is free of viruses or other harmful components; or (iv) the results of using the Marketplace will meet User's requirements.

These Terms shall enter into force the day they are published on the website www.inkpickr.com / 18.04.2018.