

General terms of use (terms of business) of SAXOPRINT Limited.

1. Scope of application, terminology

1.1. We are Saxoprint Limited, a company registered in England and Wales, Company No. 06325849, with registered office in 1 Bedford Row, London, WC1R 4WBZ, UK ("SAXOPRINT.cloud"). Our VAT registration no.: GB930 6484 23. We operate the website <https://saxoprint.cloud/uk>.

1.2. These general terms of use (terms of business) tell you information about us and the legal terms on which we conclude transactions with our commercial users and non-commercial users (hereafter both referred to collectively as users and explained in clause 1.4 below).

1.3. SAXOPRINT.cloud reserves the right to amend these terms of business at any time. Unless otherwise specified, any changes will also be effective within existing contractual relationships.

1.3.1. If you are a non-commercial user, changes to these terms of business will only apply to our services available free of charge. If we have to revise these terms of business as they apply to a non-commercial user's order, we will contact you to give you reasonable advance notice of the changes and let you know how to cancel your services if you are not happy with the changes. A non-commercial user may cancel either in respect of all affected services or just the services it has yet to receive.

1.3.2. SAXOPRINT.cloud will announce the changes to all users in text form before they come into effect. If the user continues to use the service and remains registered without contesting the changes, the amended terms of business will be deemed to have been agreed. If the changes are contested, the existing contractual relationship will be terminated at the time the terms of business are amended.

1.4. A non-commercial user is a consumer who uses the deliverables and services wholly or mainly outside of its commercial or independent professional activities. A commercial user is a contractor or any individual, legal entity or partnership with legal capacity conducting its commercial or independent professional activities. A non-commercial user has additional rights which we have explained below.

1.5. If you are a non-commercial user, you have the right to cancel your contractual relationship with us as set out in clause 5. If a non-commercial user wishes to contact us for any other reason, including because such non-commercial user has a complaint, please contact Customer Service at customer-service@saxoprint.cloud.

2. Object of use

2.1. Subject to clause 2.2, SAXOPRINT.cloud is a portal for commercial and non-commercial users (cloud shop operators) to create, purchase and print artwork and press images for third parties and offer it to a closed group of end customers for purchase, or for printing and shipping by Saxoprint. Subject to clause 2.2, SAXOPRINT.cloud does not itself become a party to any contract formed between a cloud shop operator and an end user.

2.2. Excluding any purchases made "on account or collective invoice", as set out in clause 12, in the event SAXOPRINT.cloud supplies a user's end customers with goods and services, including without limitation, printing and shipping services, a contract formed is between SAXOPRINT.cloud and such end customer.

2.3. Subject to SAXOPRINT.cloud's obligation to notify users as set out in clause 1.3, SAXOPRINT.cloud is entitled, at any time and without notice, to change or stop non-chargeable or chargeable services offered within the portal, or to add new services. SAXOPRINT.cloud will take the interests of users into account and will provide advance notice of any changes to its chargeable services.

3. Registration

3.1. Unlimited use of the portal beyond merely viewing free information (hereafter referred to as "extended use") requires registration and signing up to enter into a user contract. When signing up, you are obliged to disclose accurate and true information. If the given information changes, you are obliged to inform SAXOPRINT.cloud of this change without delay. Each user may only register once per cloud shop.

3.2. SAXOPRINT.cloud will issue each user with a user name and password. The user name and password must be kept secret and must not be disclosed to third parties; if the above provision is disregarded, the user will be liable in the event of a violation of the law or these terms of business by a third party. SAXOPRINT.cloud must be informed immediately if the user becomes aware of, or suspects that any third party has gained unauthorised use of his or her account. SAXOPRINT.cloud shall be entitled in this case to block the user contract and close the user account.

3.3. Registration as a user (whether commercial or non-commercial) is only permitted to individuals who are of full

age and have unlimited legal capacity; minors are excluded from extended use.

3.4. Registration as a commercial user requires the specification of a company name, sales ID number or a tax number with a VAT option and, where applicable, the company registered number.

3.5. We will accept your offer to become a registered user when we email you to confirm your registration, at which point a contract will come into existence between us. When the user clicks the confirmation link in this email, the user is entitled to use the portal in accordance with these terms of business, subject to a check by SAXOPRINT.cloud of the data provided by the user.

4. Term of contract

4.1. This contract will continue unless and until terminated in accordance with these terms of business.

4.2. Subject to the user's compliance with these terms of business, the user is free to log into his or her profile created on registration at any time.

4.3. SAXOPRINT.cloud shall have the right to terminate the contract with a user, or suspend the provision of the services or portal, in the event the user commits a material breach of its obligations of these terms of business, or such user breaches any applicable laws or regulations (including but not limited to any breach of data protection law). In such case SAXOPRINT.cloud shall be entitled to block the user name and password from accessing the portal.

4.4. SAXOPRINT.cloud shall also have the right to terminate a user's contract in the event it ceases to provide the portal, cloud shop model or other applicable services, in which case SAXOPRINT.cloud will provide at least sixty (60) days' written notice in advance, and will refund any sums paid in advance for services which will not be provided.

4.5. In the case of commercial users only, SAXOPRINT.cloud shall have the right to terminate the commercial user's contract on thirty (30) days' written notice.

4.6. SAXOPRINT.cloud is entitled to irretrievably delete all data and content belonging to the user or provider after a period of 30 days from the date on which termination of the contract becomes effective and, where applicable, on expiry of statutory storage periods, in accordance with its obligations under data protection law.

5. Non-commercial users right to cancel and right of refund

5.1. If you are a non-commercial user SAXOPRINT.cloud is under a legal duty to supply you with services that are in conformity with the contract. Additionally, non-commercial users have the right to change their mind and cancel the contract within 14 days of clicking the confirmation link in the registration email.

5.2. If a non-commercial user wishes to cancel a contract, they simply need to let SAXOPRINT.cloud know this decision. The easiest way to do this is to complete the model cancellation form in the schedule to these terms of business. You can also e-mail us at customer-service@saxoprint.cloud, or contact us by telephone on 020 3936 8880 or by post to GW2 Great West House, Great West Road, London, TW8 9 HU, UK.

5.3. If you cancel your contract we will refund you the price paid for the services but may deduct an amount for the supply of the services to you during the period before you changed your mind. The amount deducted will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

6. Proprietary rights, responsibility for third-party content

6.1. SAXOPRINT.cloud is the owner or the licensee of all intellectual property rights in its website and in the portal. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

6.2. With regard to content originating from users or third parties, SAXOPRINT.cloud does not perform any check of the content before or after it is placed on the portal and does not adopt this content as its own (unless otherwise specified by SAXOPRINT.cloud). To this extent, SAXOPRINT.cloud shall not be liable in the case of any breach of the law, whatever the legal grounds, or for the correctness, up-to-dateness or completeness of this third-party information and services offered to users, or for any content uploaded to the portal by users.

7. Rights and obligations of users

7.1. Users shall observe these rights and each user warrants, represents and undertakes that it has the right to submit the content uploaded to the portal and that such content does not infringe the intellectual property rights or other rights of any third party. Users shall upload content to the portal within the confines of the law and/or within contractually agreed limits.

7.2. The user shall check third-party content uploaded to its cloud shop for its legality and approve it separately. If third-party rights are breached, or if a third party is awarded compensation due to the content uploaded or a product offered by the user, the user shall be solely liable to such third party. The user indemnifies SAXOPRINT.cloud from any liability to third parties in respect of any claim made by such third party that any of the user's content or products infringes the intellectual property rights or other rights of such third party.

7.3. The user shall not submit content which is libellous, defamatory, inflammatory or obscene.

8. Rights and obligations of SAXOPRINT.cloud

8.1. The scope of free services offered by SAXOPRINT.cloud for the set-up of a cloud shop is at SAXOPRINT.cloud's sole discretion and to the extent capacity is available. SAXOPRINT.cloud is entitled, without citing reasons, to exclude users from SAXOPRINT.cloud's free services and to refuse the offer by a user to register. SAXOPRINT.cloud will inform the user of why it rejects their offer of registration.

8.2. SAXOPRINT.cloud shall not be liable for faults caused by telecommunication or internet providing issues when setting up the connection (due to line overload, for example). SAXOPRINT.cloud will as far as possible perform maintenance work during times of low order volumes and give the user due warning of this work. This does not apply in an emergency or in cases of force majeure. Force majeure means any event outside the reasonable control of SAXOPRINT.cloud.

9. General liability of SAXOPRINT.cloud

9.1. SAXOPRINT.cloud does not exclude liability for:

9.1.1. death or personal injury caused by negligence;

9.1.2. guarantees given and for losses covered by the liability under statutory obligations such as the Consumer Rights Act 2015 and Sale of Goods and Services Act 1979 and any applicable supplementary or secondary acts and

9.1.3. fraud or fraudulent misrepresentation.

9.2. If you are a commercial user, SAXOPRINT.cloud shall not be liable to you for any loss of profits (whether direct or indirect), loss of business, business interruption or loss of business opportunity, loss of data or any indirect losses or consequential losses. SAXOPRINT.cloud's liability is limited to the value corresponding to three times the value of the service. SAXOPRINT.cloud also excludes its liability to commercial users in relation to in-house services, regardless of the legal nature of the claim made. This also applies to non-chargeable services from SAXOPRINT.cloud, unless the loss relates to contractual use of the portal and SAXOPRINT.cloud is culpable of intent or gross negligence.

10. Cloud shop design

10.1. The user can set up a cloud shop on the SAXOPRINT.cloud portal within the platform offered. SAXOPRINT.cloud can expand, amend or restrict the general conditions and/or design of the platform at any time, provided it notifies you of such changes.

10.2. SAXOPRINT.cloud prescribes the design of the cloud shop and the user can individually choose features such as fonts, colour and the addition of the user's own logo.

10.3. Beyond the design and content features offered by SAXOPRINT.cloud for cloud shops, the user has no claim to other design features or options for the cloud shop, in accordance with clause 6.1 of these terms of business.

10.4. Users are explicitly prohibited from making changes to predefined content and design features with their own programming and/or making changes to the programming implemented by SAXOPRINT.cloud, or having such changes made. Users must not misuse the website, portal or cloud shop by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. Users must not attempt to gain unauthorised access to SAXOPRINT.cloud's website, the server on which the website is stored or any server, computer or database connected to our website. Users must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, users commit a criminal offence under the Computer Misuse Act 1990. SAXOPRINT.cloud will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, users rights to use the website, portal and cloud shop will cease immediately.

11. Printing services and shipping by SAXOPRINT.cloud

11.1. As part of the user's cloud shop, SAXOPRINT.cloud offers individual printing and shipping services for the user's end customers, who can not only download the user's artwork but also request the required printing service in the cloud shop.

11.2. The user accepts the prices for end customers that SAXOPRINT.cloud sets for its service. The user is not permitted to set or grant its own prices or discounts for an end customer.

11.3. The user will also unreservedly accept both price changes for the end customer.

12. Payment

12.1. SAXOPRINT.cloud currently offers PayPal, instant bank transfer and payment with credit card as means of paying for printing services for the user's end customers. The payment options can be changed, expanded or restricted at any time.

12.2. If SAXOPRINT.cloud offers printing and shipping services in combination with the services offered by the user, SAXOPRINT.cloud becomes a contractual partner to the end customer (customer in cloud shop). The user will make the end customer aware of this fact.

12.3. Furthermore, SAXOPRINT.cloud also offers the end customer the option of payment on account or by collective invoice.

In this case, SAXOPRINT.cloud will carry out a credit check on the user subject to the following terms before activating the payment type "on account or by collective invoice".

If "on account or by collective invoice" is specified, SAXOPRINT.cloud shall be entitled to transmit personal data to the credit reporting agencies cited below for the purposes of checking the creditworthiness of the user to enable these agencies to gather and process information. The interests of the user requiring protection will be considered in accordance with statutory regulations.

Verband der Vereine Creditforum e. V.,
Hellersbergstraße 12, D-41460 Neuss
Germany

Bürgel Wirtschaftsinformationen GmbH & Co. KG,
Gasstraße 18, D-22761 Hamburg
Germany

To allow the corresponding credit check to be carried out by the credit agency, the personal details and address data of the user will be transmitted to the agency. The user can informally contest the transmission of his or her data to the credit agency at any time. In this case, the payment type "on account" will no longer be available.

12.4. Regardless of this, SAXOPRINT.cloud reserves the right, insofar as is legally permissible, to transmit the user's personal data to the designated credit agency by means of a demand, if the user has not made a payment owing, despite it being due, if two written warnings have been issued once the demand becomes due, if a period of four weeks has elapsed between the first warning and transmission, and if the user has not disputed the lawfulness of the demand. The user will be informed in good time prior to any transmission of data to the credit agency.

The user is advised that it has a right to information in relation to both SAXOPRINT.cloud and the credit agency. This information is available free of charge.

12.5. On completion of the credit check, the user must submit each of its customers (end customers) to whom it wishes to grant the payment on account or by collective invoice option to SAXOPRINT.cloud for individual activation.

In this case, the user (cloud shop operator) remains the contractual partner to SAXOPRINT.cloud and is the invoice recipient and debtor in relation to SAXOPRINT.cloud. There is no contractual relationship between the customer and SAXOPRINT.cloud in this case. The user (cloud shop operator) will independently regulate his or her legal relationship with the end customer in this case.

12.6. We would like to point out that you have a right to information under Art. 15 DSGVO both from us and the credit agency. This information is free of charge.

12.7. On behalf of Creditreform Boniversum we provide the following information in accordance with Art. 14 DSGVO:

Our company regularly checks the creditworthiness of existing customers when concluding contracts and in certain cases where there is a justified interest. For this purpose, we cooperate with Creditreform Boniversum GmbH, Hellersbergstraße 11, 41460 Neuss, Germany, from which we receive the necessary data. On behalf of Creditreform Boniversum GmbH, we provide you with the following information in advance in accordance with Art. 14 DSGVO:

Creditreform Boniversum GmbH is a consumer information agency. It operates a database in which credit information on private individuals is stored. On this basis, Creditreform Boniversum GmbH provides its customers with credit information. Customers include banks, leasing companies, insurance companies, telecommunications companies, receivables management companies, mail order, wholesale and retail companies and other companies that supply goods or services.

Within the framework of legal regulations, part of the data available in the information database is also used for the supply of other company databases, among other things for use for address trading purposes. The database of Creditreform Boniversum GmbH stores in particular information about the name, address, date of birth, if applicable the e-mail address, payment behaviour and shareholdings of persons.

The purpose of processing the stored data is to provide information about the creditworthiness of the requested person. The legal basis for processing is Art. 6 para. 1 lit. f DSGVO.

If data is transferred to countries outside the EU, this is done on the basis of the so-called "standard contractual clauses", which you can find under the following link: <http://eur-lex.europa.eu/legal-content/DE/TXT/PDF/?uri=CELEX:32001D0497&from=EN> or have them sent from there.

Information on this data may only be provided thereafter if a customer can credibly demonstrate a justified interest in knowing this information.

Justified interests within the meaning of Art. 6 para. 1 lit. f DSGVO may be: credit decision, business initiation, participation relationships, claims, credit assessment, insurance contract, enforcement information.

The data are stored as long as their knowledge is necessary for the fulfilment of the purpose of storage. As a rule, this knowledge is required for an initial storage period of three years. After expiration it is checked whether a storage is still necessary, otherwise the data are deleted exactly to the day. If a case is dealt with, the data is deleted to the day three years after it has been dealt with. In accordance with § 882e ZPO, entries in the register of debtors are deleted to the day after the expiry of three years from the date of the registration order.

You have the right to obtain information from Creditreform Boniversum GmbH about the personal data stored there. If the data stored about you is incorrect, you have a right to correction or deletion. If it cannot be determined immediately whether the data is incorrect or correct, you have the right to block the respective data until clarification. If your data is incomplete, you can request its completion.

If you have given your consent to the processing of data stored at Creditreform Boniversum GmbH, you have the right to revoke this consent at any time.

This revocation does not affect the legality of the processing of your data based on your consent until it is revoked, if any. If you have any objections, wishes or complaints regarding data protection, you can contact the data protection officer of Creditreform Boniversum at any time. You may also complain about Boniversum's processing of your data to the data protection officer of your federal state.

The data that Creditreform Boniversum GmbH has stored about you come from publicly accessible sources, from debt collection companies and from their customers. To describe your creditworthiness, Creditreform Boniversum GmbH creates a score value for your data. The score value includes data on age and gender, address data and, in some cases, payment experience data. This data is included in the score value calculation with different weighting. Customers of Creditreform Boniversum GmbH use the score values as a tool for making their own credit decisions. Right of objection: The data stored at Creditreform Boniversum GmbH is processed for compelling reasons of creditor and credit protection worthy of protection, which regularly outweigh your interests, rights and freedoms or serves to assert, exercise or defend legal claims. You can only object to the processing of your data for reasons which arise from a special situation in your possession and which must be proven. If such special reasons can be proven, the data will no longer be processed.

If you object to the processing of your data for advertising and marketing purposes, the data will no longer be processed for these purposes. Responsible within the meaning of Art. 4 No. 7 DSGVO is Creditreform Boniversum GmbH, Hellersbergstr. 11, 41460 Neuss, Germany. Your contact person is Consumer Service, Tel.: +49 2131 36845560, Fax: +49 2131 36845570, e-mail: selbstauskunft@boniversum.de. You can reach the responsible data protection officer at the following contact details: Creditreform Boniversum GmbH, Data Protection Officer, Hellersbergstr. 11, 41460 Neuss, Germany, e-mail: datenschutz@boniversum.de.

12.8. Furthermore, we cooperate with CRIF Bürgel GmbH, Radkoferstraße 2, 81373 Munich, from which we also receive data. Information according to Art. 14 DSGVO of CRIF Bürgel GmbH can be found

here: https://www.crifbuergel.de/sites/default/files/documents/informationsblatt_dsgvo.pdf

13. Contacting the data protection officer

If you have any questions or suggestions in relation to this data privacy statement, please contact the designated data protection officer for Saxoprint Limited at privacy@saxoprint.com. This e-mail address can also be used for any concerns regarding our code of conduct.

Contact by e-mail:

privacy@saxoprint.com
FAO Data Protection Officer
Mr Thomas Iberl

Contact by post:

SAXOPRINT GmbH
FAO Data Protection Officer
Mr Thomas Iberl
Enderstraße 92c
01277 Dresden
Germany

14. Communication, notifications

14.1. On registration at the latest, the user must provide an e-mail address that is guaranteed to be technically functional from the time of registration through to the end of the contractual relationship.

14.2. The user must ensure by setting the spam filter that e-mails from SAXOPRINT.cloud will be received.

14.3. Messages from SAXOPRINT.cloud that are sent by e-mail to the e-mail address given will be deemed to have been received by the user once sent, where the user is commercial user. If the user is a non-commercial user, this only applies if the declaration is of fundamental importance.

14.4. The user is permitted to bring proof that a message sent to him or her was not received for reasons beyond his or her control. SAXOPRINT.cloud will only accept responsibility for transmission errors if the cause falls within its area of responsibility.

14.5. SAXOPRINT.cloud is not obliged as a matter of routine to advise the user of missing, incorrect or non-functional e-mail addresses.

15. Governing Law and Jurisdiction

These terms of business are governed by English law. This means that a contract for the purchase of any of our services through our site and any dispute or claim arising out of or in connection with it will be governed by English law. The courts of England and Wales have non-exclusive jurisdiction to settle such claims.

16. Severability clause

If one or more of the above clauses are found to be unlawful or unenforceable, this will not affect the effectiveness of the remaining clauses which will remain in full force and effect. The ineffective or unlawful clause must be replaced with a lawful clause that most closely represents the commercial intent of the original clause.

17. Transferring rights and obligations

17.1. SAXOPRINT.cloud may transfer its rights and obligations under a contract to another organisation, but this will not affect a user's rights or obligations under these terms of business.

17.2. A user may only transfer its rights and obligations under these terms of business to another person or organisation if SAXOPRINT.cloud agrees in writing.

18. Contracts (Rights of Third Parties) Act

A contract is between SAXOPRINT.cloud and the user and no other person shall have any rights to enforce any of its terms.

SCHEDULE 1

MODEL CANCELLATION FORM

To Saxoprint Limited, GW2 Great West House, Great West Road, London, TW8 9 HU, UK

E-mail: customer-service@saxoprint.cloud

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*]/for the supply of the following service,

Ordered on [*/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

Date: May 2018

You can view these terms of business at any time at <https://saxoprint.cloud/uk/general-terms-and-conditions/> and also save a permanent copy in PDF format and view or print the file offline at any time.