

LINEWORK AS

PAYMENT TERMS

Effective date: 22 June 2023

GENERAL

Linework Inc. is a Delaware corporation (hereinafter "**Linework**").

Linework provides software solutions for CRM, onboarding, offboarding and administration to tattoo artists and studios, provided as Software-as-a-Service (collectively the "**SaaS**") to tattoo artists and studios. As part of the SaaS, Linework may provide services that involve the tattoo artists and tattoo studios' customers, including without limitation with respect to process payments between two or more other parties.

These end customer terms and conditions (the "**End User Terms**") applies to all such activities and interactions, including without limitation with respect to payments, handled and processed by Linework through the SaaS.

When these End User Terms are referred to, for example when formal documents are signed or payments made through the SaaS, a binding agreement governed by these End User Terms shall be deemed entered into by and between (a) Linework, (b) the person or company requesting payments, sending out a document to be signed or otherwise initiate an engagement in relation to a sale or delivery of a product or service from that person or company (the "**Vendor**") and (c) the person or company signing a document, making a payment, or performing another action in relation to a receiving or purchasing a product or service from the Vendor(the "**Customer**").

Linework, the Vendor and the Customer are hereafter collectively referred to as the "**Parties**".

Whenever date and time is relevant for interpreting these General Terms, ET time shall be deemed the agreed time zone.

In the event of a conflict between these End User Terms and any other documents in agreed form regarding the delivery or products or services from the Vendor to the Customer, these End User Terms shall take precedence over such other documents, although such that such agreements made between the Vendor and the Customer shall not affect the Vendor's and the Customer's rights and obligations towards Linework.

2 DELIVERY OF PRODUCTS OR SERVICES

All services provided by Linework to which the Customer may be involved as a Customer are provided in relation to the delivery or promised delivery of a product or a service from the Vendor (or a person or company the Vendor acts on behalf of) to the Customer (or a person or company the Customer acts on behalf of).

The terms and conditions applicable between the Vendor and the Customer for the delivery of such product or service delivery is not governed by these End User Terms, and neither Party assumes any liability as regards the quality, quantity or other properties in relation to such products or services by adhering to these End User Terms.

Linework shall never be deemed party to the agreement regarding delivery of such products or services by the Vendor to the Customer.

3 PERSONAL INFORMATION

3.1 GENERAL

Certain services included in the SaaS may require the Customer to provide sensitive personal information.

By accepting these End User Terms, the Customer accepts that Linework possess this information for the purpose of fulfilling its rights and obligations towards the other Parties, and that the information provided may be shared with the Vendor through the SaaS for the purpose of making the provided information available to the Vendor.

3.2 RESPONSIBILITY

When the Customer is asked to provide personal and other sensitive information through the SaaS, the Parties agree that the Vendor requesting such information shall have the sole responsibility for maintenance and governance of such Customer data.

Any request to delete, get insight to or otherwise manage information about the Customer shall thus be handled by the Vendor.

Linework may assist the Vendor with reports, insights etc. related to Customer information for a market rate fee.

3.3 STORAGE OF CUSTOMER DATA

All personal data stored by Linework is stored in the United States in compliance with relevant regulations in the states to which the information is stored. Linework may provide technical documentation to further describe the setup for a fee.

4 WARRANTY

THE VENDOR AND THE CUSTOMER JOINTLY AND SEVERALLY WARRANT AND REPRESENT THAT LINEWORK SHALL HAVE NO LIABILITY FOR ANY CLAIMS OR DISPUTES REGARDING THE DELIVERY (OR MISSING OR DEFAULTED DELIVERY OR OTHERWISE) OF PRODUCTS OR

SERVICES BETWEEN THE VENDOR AND THE CUSTOMER.

THE VENDOR AND THE CUSTOMER FURTHER WARRANTS AND REPRESENTS THAT THEY WILL MAKE THEIR BEST EFFORTS TO PROVIDE ANY INFORMATION REQUESTED BY LINEWORK OR THIRD PARTY PAYMENT VENDORS IN RELATION TO SUCH DISPUTES, WITH THE AIM TO CLAIRFY TO SUCH PAYMENT VENDORS THAT LINEWORK HAS NO LIABILITY WHATSOEVER IN RELATION TO SAID DISPUTE.

THE VENDOR AND THE CUSTOMER FURTHER WARRANTS AND REPRESENTS THAT THE PRODUCTS AND SERVICES PURCHASED AND PAID FOR THROUGH THE SAAS DOES NOT FALL INTO ANY OF THE PROHIBITED OR RESTRICTED CATEGORIES LISTED BY STRIPE AS A PAYMENT VENDOR:

<https://stripe.com/en-no/legal/restricted-businesses>.

THE VENDOR AND THE CUSTOMER FURTHER JOINTY AND SEVERALLY WARRANT THAT LINEWORK SHALL HAVE NO LIABILITY WHATSOEVER FOR PERSONAL INJURY OR OTHER PERSONAL INJURY CAUSED BY THE VENDOR'S PRODUCTS OR SERVICES.

5 INDEMNIFICATION

The Vendor and the Customer jointly and severally undertake to indemnify and hold Linework harmless from any claims, disputes and losses incurred by Linework in relation to claims or disputes between the Vendor and the Customer, including, without limitation, with respect to claims made to credit card companies related to payments processed through the SaaS.

6 DEFECTS IN THE SAAS

6.1 NOTICE OF DEFECT

The Vendor and the Customer shall, without undue delay, notify Linework if they discover or become aware of circumstances which may constitute a breach of Linework's obligations as set out herein. Specifically, they shall

complain as soon as they become or should have become aware of circumstances which could lead to liability for Linework pursuant to these End User Terms, by equity or otherwise.

6.2 THIRD-PARTY DELIVERABLES

If there is a defect in a part of the SaaS that is built on a third-party deliverable, and the defect cannot with reasonable efforts be corrected by Linework by adapting the SaaS on its own end, Linework shall ensure that the defect is passed on to the relevant third-party provider. No other sanctions are available for such defects.

6.3 LINEWORK'S OWN SOLUTIONS

Linework shall make reasonable efforts to rectify defects in Linework's own developed solutions within reasonable time.

6.4 LIABILITY TOWARDS THE CUSTOMER

Linework shall have no responsibility or liability for lack of performance of the SaaS towards the Customer.

6.5 NO OTHER REMEDIES

No other remedies for defaults may be made against Linework than those explicitly mentioned in this clause 6.

7 LIMITATION OF LIABILITY

7.1 LIMITATION OF LINEWORK'S LIABILITY TOWARDS THE VENDOR

In the relationship between Linework and the Vendor, the General Terms for the SaaS shall apply.

This clause 7 shall hence not apply between Linework and the Vendor.

7.2 LIMITATION OF LINEWORK'S LIABILITY TOWARDS THE CUSTOMER

If Customer should be entitled to damages or other form of compensation from Linework

despite the regulations in clause 6, Linework shall in no event be liable for loss of data and / or other form of information.

Linework shall solely be liable towards the Customer for actually incurred direct financial loss due to negligence or intent on its own part. Linework is under no circumstances liable for indirect or consequential losses, including operating losses, loss of profit, loss of goodwill, etc.

Linework's total liability for the Customer's financial loss shall in any case never exceed the total fees paid to Linework (not including any fees passed on to third party payment vendors) for the payment in question.

The Customer acknowledges and agrees that (i) the SaaS is being "beta" tested and is not currently in final form, and (ii) Linework shall have no liability to Customer for any fault or defect in the SaaS prior to the time it ceases to be "beta" tested.

7.3 EMPLOYEES, CONSULTANTS AND DIRECTORS

To the fullest extent permissible by law, no employee, hired consultant, director, officer or other physical person working for Linework shall be held liable for damages or other financial loss incurred by the Customer in relation to or as a cause of making payments through the SaaS.

To the extent such persons are liable regardless of this, the limitations of liability applicable for Linework as set out herein shall apply accordingly for such persons.

8 DISPUTE RESOLUTION

All payments made through the SaaS and these End User Terms are subject to and governed by the laws of the State of New York that apply to contracts made and performed entirely within such State.

In the event of a dispute the Parties shall seek to resolve the dispute by negotiations in good faith.

The federal and state courts in the State of New York are the exclusive venue for any dispute between Linework and the Customer or between Linework and the Vendor.