

# LINEWORK AS

## END USER TERMS

Effective date: 1 November 2023

### INTRODUCTION

Linework AS is a Norwegian limited liability company with registration number 925 848 638 (hereinafter “**Linework**”).

Linework provides a software platform for CRM, onboarding, offboarding administration and payments handling for tattoo artists and studios (the platform is referred to as the “**Platform**” in this document). The tattoo artists and studios that use the Platform are jointly referred to as “**Tattooers**” in this document.

Your usage of the Platform is governed by these terms and Linework’s privacy policy. By using the Platform, you accept the terms set out in this document. If you do not accept these terms, you should not use the Platform and instead ask the Tattooer for another way to perform the task at hand.

### 2 LINEWORK’S ROLE

Linework’s only role in the relationship between you, the Tattooer and Linework, is to provide tools to simplify certain tasks that are normally done by a Tattooer and its customers.

For example, if you buy products or services from a Tattooer, the Tattooer may use the Platform to collect your booking details, keep your contact details, collect health declarations and similar forms, ask for payments, and other similar tasks. In all these situations, you will use the Platform if the action at hand is done using the Platform.

Linework does not have any responsibility for the Tattooer’s delivery of products and services, and Linework is not part of the agreement between you and the Tattooer.

That means that you and the Tattooer must agree on what the Tattooer shall deliver to you, and the terms of that delivery, without Linework’s involvement.

If a Tattooer asks for payment via the Platform, Linework will charge a fee to the Tattooer for processing your payment. The Tattooer may decide to increase its prices to cover this fee. Except for this, using the Platform is completely free of charge for you.

When the Platform is used for payment processing, Linework’s only role is to collect the payment on behalf of the Tattooer in accordance with instructions made by the Tattooer to Linework. That means that if a Tattooer asks for payments from you through the Platform, Linework will assume that you and the Tattooer have agreed on the specific delivery, and that the payment reflects that agreement. We therefore strongly encourage you to check that the amount you pay complies with your agreement with the Tattooer.

The delivery from the Tattooer to you may be governed by a separate set of terms and conditions which may be presented to you through the Platform. Such terms and conditions are binding between you and the Tattooer only and do not apply for Linework.

Since the agreement about the Tattooer's delivery to you is made by you and the Tattooer without Linework's involvement, Linework is not responsible if there is something wrong with the Tattooer's delivery. By using the Platform, you accept that any claim you may have against a Tattooer for delays, defaults or otherwise must be made directly against the Tattooer, and not against Linework or any of Linework's suppliers.

### 3 PERSONAL INFORMATION

A Tattooer may use the Platform to collect your sensitive personal information.

By using the Platform to provide such information to a Tattooer, you accept that Linework possess this information on behalf of the Tattooer.

When you provide personal and other sensitive information through the Platform, you agree that the Tattooer that you provide information to shall have the sole responsibility for maintenance and governance of your personal information. That means that Linework will only process and store the said information in accordance with instructions by the Tattooer.

If you wish Linework to delete, provide insight to or otherwise manage the personal information about you which is processed and stored by Linework, you must therefore first ask the Tattooer before Linework can assist.

Linework acts as a data processor for the Tattooer. Linework and the Tattooer have entered into a separate Data Processing Agreement. Linework's Data Processing Agreement is available from Linework on request.

All personal data which is collected using the Platform by tattooers registered within the EU and EEA is stored within EU or EEA in compliance with the GDPR and other relevant regulations. Linework may provide technical documentation to further describe the setup for a fee.

### 4 YOUR WARRANTY TO LINEWORK

By using the Platform, you warrant to Linework that all claims you may have with regards to the products or services you buy from a Tattooer, including any personal injury, health issue or other similar damages caused by the Tattooer's delivery, shall be made against the Tattooer only, and not against Linework or any of Linework's suppliers.

In addition, you also warrant to Linework that you will not use the Platform to buy any products or services that fall into the prohibited or restricted categories listed by Stripe as a payment vendor (<https://stripe.com/en-no/legal/restricted-businesses>) or Dintero as a payment vendor (<https://www.dintero.com/prohibited-businesses>).

### 5 YOUR INDEMNIFICATION OF LINEWORK

If you have a dispute with a Tattooer, and Linework for some reason suffers a loss because of that dispute, you shall indemnify Linework for that complete loss if you are in breach of any of the terms in this document.

For example, if you make claims to your credit card company in relation to something that you have bought from a Tattooer, and Linework for some reason is held liable for your loss by a payment vendor or similar, you shall indemnify Linework's total loss and instead claim your damages from the Tattooer.

## 6 DEFECTS IN THE PLATFORM

Linework shall have no responsibility or liability for lack of performance of the Platform. That means that if a service on the Platform is unavailable, you may need to provide information or make payments in other means. If this increases your costs compared to using the Platform, Linework shall have no liability for such or other similar costs.

## 7 LIMITATION OF LIABILITY

If you should be entitled to damages or other form of compensation from Linework, Linework shall in no event be liable for loss of data and / or other form of information.

Linework shall solely be liable 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 your financial loss shall in any case never exceed EUR 1,000.

## 8 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 in relation to or as a cause of your usage of the Platform.

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.

## 9 DISPUTE RESOLUTION

All disputes that may arise in relation to payments made via the SaaS, and all other disputes that may arise in relation to interactions the Customer may have with the SaaS, are subject to and governed by the laws of Norway.

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

Oslo district court is agreed as the exclusive venue for any dispute between Linework and Customer.