



General Terms and Conditions of Service

Version 1.0, as of 1 October 2014

Introduction

These General Terms and Conditions of Service comprise an integral part of the contract formed between the customer and stich-kultur GmbH (hereinafter referred to as "STICHKULTUR") with regard to the purchase of services. STICHKULTUR's current price list as of the time of the contract shall also be a part of the contract. Any additional conditions shall not become a part of the contract, even if STICHKULTUR has not expressly objected to such conditions. Any different terms must be agreed to in writing.

Customer's Rights and Obligations

- If the customer or a user associated with the customer accepts third-party offers or services via the services provided by STICHKULTUR, then the customer himself shall be responsible for compliance with the provisions of the applicable terms of use as well as for the settlement of accounts with the third party, and can be held liable directly in the event of damages. STICHKULTUR accepts no responsibility for the availability, content, quality, or utility of the services of third parties.
- The customer shall take all necessary and appropriate measures for the prevention of unauthorized intrusions into other systems, against the spread of viruses and trojans, as well as for compliance with all applicable provisions of telecommunications, data protection, and copyright law.
- The customer promises not to use STICHKULTUR's services for committing or aiding in the commission of any criminal acts, and the scope of the customer's responsibility includes taking all necessary measures to prevent any criminal usage by third parties or by users associated with the customer. This applies particularly in connection with offenses of illicit gambling and money laundering, as well as the dissemination or publication of violent images, so-called hardcore pornography, incitement to commit crimes or violence, interference with freedom of belief or worship, or racial discrimination under Swiss criminal law.
- The customer must immediately inform STICHKULTUR when he becomes aware of any defects, disruptions, or interruptions due to software flaws, as well as, in particular, of any instances of usage of the services by users associated with the customer or by unauthorized third parties (e.g., hackers) in a manner that is illegal or in breach of the contract.
- The customer grants consent for STICHKULTUR to relay information regarding the customer or the customer's contact persons to third parties, to the extent that this may be necessary for the provision of services or for the performance of legal obligations to furnish information. The customer agrees that socio-demographic information known to STICHKULTUR, as well as email addresses, may be used for marketing purposes.
- It is the responsibility of the customer to protect any equipment or software (e.g., operating system, browser) that is in his possession and that will be employed in the usage of STICHKULTUR's services, as well as any data, including program data, that is employed for such purposes or that is accessible or transmitted via STICHKULTUR's services, against unauthorized access, tampering, damages, or loss. STICHKULTUR shall not be liable for any damages arising in this regard.

STICHKULTUR's Rights and Obligations

- STICHKULTUR provides the stipulated services within the scope of the business and technical resources that are available to it.
- STICHKULTUR cannot guarantee the continuous and correct provision of its services. However, STICHKULTUR does make every endeavor to remedy any disruptions or deficient performance of services within its business hours. STICHKULTUR's business hours shall be regarded as Monday to Friday, 8:30am-12:00pm and 1:30pm-5:30pm, except for the federal holidays of Switzerland, the cantonal holidays of the canton of Graubünden, and the applicable legal holidays in the customer's place of business, as well as any company holidays or maintenance windows announced in advance.
- If STICHKULTUR does not manage to remedy the fault to which the customer has objected, which substantially impairs or renders impossible the usage of its services, before a second reasonable deadline that has been set in writing by the customer, then the customer shall be entitled to withdraw from the contract. Interruptions in the performance of services by STICHKULTUR due to necessary measurements, network modifications, or maintenance work, and particularly also interruptions stemming from the network service provider, shall not be deemed as faults and particularly shall not entitle the customer to any claim for reimbursement or account deductions.
- In the event of a reasonable suspicion of usage of the services in a manner that is illegal or in breach of the contract, by the customer or by users associated with the customer or by third parties who have gained access via the customer's IT network, STICHKULTUR is entitled to halt the dissemination of, publication of, or access to the unlawful content, or to interrupt the customer's connection, at any time and if necessary without prior notice to the customer, and without this resulting in any obligation of payment or compensation by STICHKULTUR. In order to comply with legal obligations to furnish information, STICHKULTUR is entitled to relay customer data and usage data, with relation to connection and communication services, to third parties.
- STICHKULTUR supports the customer in establishing stable conditions for the usage of the services. Actions taken by STICHKULTUR to limit or remedy any faults are charged to the customer when the extent of the costs involved go beyond the usual (e.g., troubleshooting at the customer's location) and/or when the cause of the fault is attributable to a malfunction in the equipment or software of the customer or to an operating error, and shall be billed in accordance with STICHKULTUR's then-current rates.



Billing

- Billing is normally done only against the credit card (or PayPal) of the customer. The service will be activated as soon as receipt of payment has been registered in STICKKULTUR's account.
- Upon request, billing may be done via written invoices sent by mail; an additional fee of 20.00 Swiss francs per invoice will apply.

Prices

- The payment owed by the customer shall be based on STICKKULTUR's then-current price quotes, and shall depend upon the services agreed upon and availed of.
- The payment for one-time and recurring services will be charged (credit card / PayPal) on a periodic basis, in advance.
- The payment obligation for recurring services begins as per the agreement in the information provided by STICKKULTUR to the customer.
- The agreed-upon payment conditions shall apply with regard to billing. Barring any special annotations in the contracts or applications for services, products will be billed annually, payable in advance.

Price Adjustments

- Prices and quotes for software offerings may be adjusted at any time by STICKKULTUR.
- In the following cases, the prices will be adjusted with immediate effect, without any prior notice period, and without the customer being entitled to an exceptional termination of the contract:
 - changes in the rates of a network service provider;
 - a change in the agreed-upon services by STICKKULTUR at the request of the customer;
 - an increase in the VAT or the levying of any additional indirect taxes or fees in connection with STICKKULTUR's services.

Liability

- The customer can be held liable for damages incurred by STICKKULTUR or third parties as a result of the usage of the services by the customer or by users associated with the customer.
- Within the limits of its financial and human resources, STICKKULTUR strives to offer high quality in the services provided. However, STICKKULTUR assumes no liability for service disruptions or outages. To the extent legally permitted, STICKKULTUR precludes all liability, for itself as well as for any third parties engaged by it in connection with its fulfillment of the contract, for direct or indirect damages. This applies particularly with regard to consequential damages, such as liability for loss of profits, as well as liability for loss of data or for third-party claims.
- STICKKULTUR rejects any liability for any circumstances that are the responsibility of a network service provider.
- Any liability and warranty claims by the customer against the network service provider are to be settled directly with the network service provider.

Contract Duration

- The service contract may be terminated in writing at the end of any agreed-upon payment period with a notice period of one month, by either of the contract parties. After the end of the agreed-upon payment period, the contract shall automatically renew for the same payment period, until it is terminated. The right to terminate the contract at any time for good cause is reserved, such as in the case of usage of the services for, or in connection with, illegal activities.
- The minimum contract duration for all STICKKULTUR products is 12 months.

Final Provisions

- STICKKULTUR reserves the right to change these General Terms and Conditions of Service at any time. The new terms will be announced to the customer by mail, via the internet (at www.totaltattoo.com), or in any other appropriate manner, and will be deemed to have been approved by the customer in the absence of any objection within a period of one month.
- The contract and these terms of service are governed by Swiss law. The exclusive place of jurisdiction is Domat/Ems. STICKKULTUR is also entitled to sue the customer in the jurisdiction of his place of residence or business.