

Terms of Use ("*Terms*")

Effective date: July 25, 2018

Welcome to Inksearch, a content and community platform dedicated to the tattoo culture. We bring together professionals, artists, fans and tattoo enthusiasts. Through the inksearch.co platforms, people can exchange inspiration, share designs and contribute information and guides related to tattooing.

Introduction

Please read these Terms of Use ("*Terms*", "*Terms of Use*") before using the www.inksearch.co website (the "*Service*") operated by inksearch

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing, browsing or in any way using the Service you agree to be bound by these Terms. Do not access or use the Service if you are unwilling or unable to be bound by the Terms.

Definitions

"You" and "your" refer to you, as a user of the Service. A "user" is someone who accesses, browses or in any way uses the Service. "We," "us," and "our" refer to inksearch.

"Content" means text, information, images, photos, graphics, audio, video, location data, and all other forms of data or communication. "Your Content" means Content that you submit or transmit to, through, or in connection with the Service, such as ratings, reviews, messages, and information that you publicly display or displayed in your account profile. "User Content" means Content that users submit or transmit to, through, or in connection with the Service. "inksearch Content" means Content that we create and make available in connection with the Site. "Third Party Content" means Content that originates from parties other than inksearch or its users, which is made available in connection with the Service. "Service Content" means all the Content that is made available in connection with the Service, including Your Content, User Content, Third Party Content, and inksearch Content.

Using the Service

We grant you permission to use the Service subject to the restrictions on these Terms. Your use of the Service is at your own risk, including the risk that you might be exposed to Content that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

The Service may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

User Accounts

You must create an account and provide certain information about yourself in order to use some of the features that are offered through the Service.

When you create an account with us, you must provide information that is accurate, complete, and current at all times. You may not impersonate someone else, create, claim or use an account for anyone than yourself, provide an email address other than your own, or create multiple accounts. Failure to do so constitutes a breach of the Terms, which may result in immediate termination of your account on our Service.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trade mark 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. If you use a pseudonym, take care to note that others may still be able to identify you if, for example, you include identifying information in your reviews, use the same account information on other sites, or allow other sites to share information about you with inksearch. Please read our Privacy Policy for more information.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password, whether your password is with our Service or a third-party service.

You are also responsible for all activities that occur in connection with your account, and agree not to disclose your password to any third party. You agree to notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

By creating an account, you agree to receive certain communications in connection with the Service. You can later opt-out of non-essential communications.

Content

Our Service allows you to post, link, store, share and otherwise make available certain Content. You alone are responsible for and assume all risk associated with Your Content that you post to the Service, including its legality, reliability, and appropriateness. You may expose yourself to liability if, for example, Your Content contains material that is false, intentionally misleading, or defamatory; violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; contains material that is unlawful; exploits or otherwise harms minors; or violates or advocates the violation of any law or regulation.

By posting Content to the Service, you grant us the right and license to use, publicly perform, publicly display, modify, reproduce, creating derivative works or adaptations from it, incorporating it into advertisements and other works, promoting it, and distribute such Content on and through the Service, as well as allowing other to do the same in connection with their own websites and media platforms

("Other Media"). As such, you hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sub-licensable, transferable rights to use Your Content for any purpose. Please note that you also irrevocably grant the users of the Service and any Other Media the right to access Your Content in connection with their use of the Service and any Other Media.

You retain any and all of your rights to any Content you submit, post or display on or through the Service and you are responsible for protecting those rights. You agree that this license includes the right for us to make your Content available to other users of the Service, who may also use your Content subject to these Terms.

You represent and warrant that: (i) the Content is yours (you own it) or you have the right to use it and grant us the rights and license as provided in these Terms, and (ii) the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person, and (iii) you may not imply that Your Content is in any way sponsored or endorsed by inksearch.

User Content (including any that may have been created by users employed or contracted by inksearch) does not necessarily reflect the opinion of inksearch. We reserve the right to remove, screen, edit, or reinstate User Content from time to time at our sole discretion for any reason or no reason, and without notice to you. For example, we may remove a review if we believe it violates our Community Guideline. We have no obligation to retain or provide you with copies of Your Content, nor do we guarantee any confidentiality with respect to Your Content.

Custom Design contests

inksearch.co serves as an online intermediary for customers who wish to purchase designs, merchandise, artwork and other goods and services ("Customers"), and artists who wish to provide such designs, merchandise, artwork and other goods and services ("Artists"). Designs are in the following referred to as "Designs", and Designs, merchandise, artwork and other goods and services are collectively referred to as "Goods and services".

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your 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 your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Availability, Errors and Inaccuracies

We are constantly updating our offerings of products and services on the Service. The products or services available on our Service may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Service and in our advertising on other web sites.

We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Contest payments and terms

inksearch as intermediary of the Design contest receive a fee of 30% of the amount paid by the Customer. Tips is excluded from fee and paid to the artist in full.

Upon placement of an order, the full amount paid by the Customer is reserved by inksearch as the intermediary. The payment is released to the Artist at the time of shipping the sold Design.

Artist winnings will be processed on the first week-day of each month.

Artist winnings will be paid out through a Third Party Payment service chosen at the discretion of inksearch, e.g. Paypal, Transferwise or Bank wire transfer.

Fee charged for processing the payment through Third Party Payment providers will be deducted from the Artist winnings.

Artists are responsible for ensuring payout details are up-to-date. Additional transfer fees caused by faulty payment details will be deducted from the Artist winnings.

All inksearch artist must adhere to the design submission rules as stated on the design submission page. If in violation of the design submission rules, inksearch reserves the right to take appropriate measures, including ban from the site and withholding pending winnings.

Customers may not contract with Artists outside the inksearch domain to avoid the inksearch fee if first contact has been established through the inksearch platform.

Satisfaction guarantee and refunds

Design contests launched through inksearch.co are subject to a satisfaction guarantee. If the Customer is not fully satisfied with the Design, and notice is given within 7 days of the finalization of the contest, we will assist you getting the Design you are looking for, or refund the full reserved amount.

Upon initiation of a refund against the Contest, the Customer waives all intellectual property rights of the submitted artwork, which remains with the Artists.

inksearch reserves the right to waive the refund privileges on behalf of the Artists upon suspicion of fraud.

Purchases made through the inksearch platform is subject to The Danish Consumer Contracts Act.

When a Design Contest winner is appointed, the Customer is no longer entitled to withdraw from the purchase, as the Design has been tailored to the Customer's individual needs, c.f. 4.3.4.

Right of use

Customers receive non-exclusive all rights to the Designs paid for via the Design Contest. However, inksearch and Artist retain a right to copy, reproduce and modify the design (including, but not limited to,

professional purposes). inksearch and Artist do not retain the right to resell the Design.

Artist and inksearch may use the Design in portfolios (including, but not limited to, any website that displays Designer's works), on Website or in any marketing material. Customer and inksearch agree that when asked, Customer must properly identify Artist as the creator of Work. Customer does not have a proactive duty to display Artists name together with the Design, but Customer may not seek to mislead others that the Design was created by anyone other than Artist.

Ownership and Intellectual Property

As between you and inksearch, you own Your Content. We own the inksearch Content, including but not limited to visual interfaces interactive features, graphics, design, compilation, including, but not limited to, our compilation of User Content and other Service Content, computer code, products, software, aggregate user review ratings, and all other elements and components of the Service excluding Your Content, User Content and Third Party Content.

We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world ("IP Rights") associated with the inksearch Content and the Service, which are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. As such, you may not publicly perform, publicly display, modify, reproduce, create derivative works or adaptations from it,

incorporate it into advertisements and other works, promote it, distribute it, or in any way exploit any of the inksearch Content in whole or in part without the prior written consent of us.

Advertising

inksearch and its licensees may publicly display advertisements and other information adjacent to or included with Your Content. You are not entitled to any compensation for such advertisements. The manner, mode and extent of such advertisement are subject to change without specific notice to you.

Governing Law

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms, the Promotion rules will apply.

Changes

You represent that you have read and understood our Privacy Policy. Note that we may disclose information about you to third parties if we have a good faith belief that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal

process or other government inquiry, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (iv) protect our rights, reputation, and property, or that of our users, affiliates, or the public. If you consent to having your personal data transferred to and processed in the Poland.

Changes

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes the copyright or other intellectual property infringement ("Infringement") of any person.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement that is taking place through the Service, you must submit your notice in writing to the attention of "Copyright Infringement" of contact@inksearch.co and include in your notice a detailed description of the alleged Infringement.

You may be held accountable for damages (including costs and attorneys' fees) for misrepresenting that any Content is infringing your copyright.

Links to Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by inksearch.

inksearch has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that inksearch shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

Suggestions and Improvements

By sending us any ideas, suggestions, documents or proposals ("Feedback"), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against inksearch and its users any claims and assertions of any moral rights contained in such Feedback.

Termination

You may terminate the Terms at any time by closing your account, discontinuing your use of the Service, and providing inksearch with a notice of termination. Please review our Privacy Policy for information about what we do with your account when terminated.

We may close your account, suspend your ability to use certain portions of the Service, and/or ban you altogether from the Service for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, the Service, Your Content, Service Content, or any other related information. Upon termination, your right to use the Service will immediately cease.

Restrictions

We are under no obligation to enforce the Terms on your behalf against another user. While we encourage you to let us know if you believe another user has violated the Terms, we reserve the right to investigate and take appropriate action at our sole discretion.

You agree not to, and will not assist, encourage, or enable other to use the Service to:

Violate our Community Guidelines, for example, by writing a fake or defamatory review, trading reviews with other businesses, or

compensating someone or being compensated to write or remove a review;

Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;

Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;

Promote a business or other commercial venture or event, or otherwise use the Service for commercial purposes, except in connection with a Studio Account and as expressly permitted by inksearch;

Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate the Service's search results or any third party website;

Solicit personal information from minors, or submit or transmit pornography; or

Violate any applicable law.

You also agree not to, and will not assist, encourage, or enable others to:

Violate the Terms;

Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit the Service or Service Content (other than Your Content), except as expressly authorized by inksearch;

Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of the Service or any Service Content;

Reverse engineer any portion of the Service;

Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of the Service or on any materials printed or copied from the Service;

Record, process, or mine information about other users;

Access, retrieve or index any portion of the Service for purposes of constructing or populating a searchable database of business reviews;

Reformat or frame any portion of the Service;

Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on inksearch's technology infrastructure or otherwise make excessive traffic demands of the Service;

Attempt to gain unauthorized access to the Service, user accounts, computer systems or networks connected to the Service through hacking, password mining or any other means;

Use the Service or any Service Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses");

Use any device, software or routine that interferes with the proper working of the Service, or otherwise attempt to interfere with the proper working of the Service;

Use the Site to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Site or Site Content; or

Remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Site, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of the Site.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to them (even if permissible under applicable law) without providing 30 days' prior written notice to us, together with any information that we may reasonably require to give us an opportunity to provide alternative remedies or otherwise accommodate you at our sole discretion.

Indemnity

You agree to indemnify, defend, and hold inksearch, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "inksearch Entities") harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your access to or use of the Service, (ii) your violation of the Terms, (iii) any products or services purchased or obtained by you in connection with the Service, or (iv) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity.

inksearch reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us and you agree to cooperate with our defence of these claims. You agree not to settle any such matter without the prior written consent of inksearch. inksearch will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

Limitation Of Liability

In no event shall the inksearch Entities be liable for any indirect, incidental, special, exemplary, reliance, consequential or punitive damages, including without limitation, loss of profits, business interruption, reputational harm, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; 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.

Disclaimer

Your use of the Service is at your own discretion and sole risk. The Service is provided on an "AS IS", "WITH ALL FAULTS" and "AS AVAILABLE" basis, with the express understanding that the inksearch Entities may not monitor, control, or vet user content.

The inksearch Entities make no claims or promises about the quality, accuracy, or reliability of the Service, its safety or security, or the site content.

The inksearch Entities do not warrant that a) the Service will function uninterrupted, secure or available at any time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements. Accordingly, the inksearch Entities are not liable to you for any loss or damage that might arise, for example, from the site's inoperability, unavailability or security vulnerabilities or from your reliance on the quality, accuracy, or reliability of the business listings, ratings, reviews (including their content, order, and display), or metrics found on, used on, or made available through the Service.

The inksearch Entities make no claims or promises with respect to any third party, such as the businesses or advertisers listed on the Service or the Service's users. Accordingly, the inksearch Entities are not liable to you for any loss or damage that might arise from their actions or omissions, including, for example, if another user or business misuses your content, identity, or personal information, or if you have a negative experience with one of the businesses or advertisers listed or features on the Service. Your purchase and use of products or services offered by third parties through the site is at your own discretion and risk.

The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, warranties as to the products or services offered by businesses listed on the site, and implied warranties of merchantability, fitness for a purpose, non-infringement or course of performance. No oral or written information of advice provided to you by a representative if one of the inksearch Entities shall create a representation or warranty.

Your sole and exclusive right and remedy in case of dissatisfaction with the site, related services, or any other grievance shall be your termination and discontinuation of access to, or use of the Service.

Governing Law

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

Our 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 us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will try to provide at least 15 day's notice prior to any new terms taking effect. We will also indicate at the bottom of this page the date that the revisions were last made. What constitutes a material change will be determined at our sole discretion. You should revisit these Terms on a regular basis as revised versions will be binding on you. Any such modifications will be effective upon our posting of new terms.

By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

Translation

We may translate these Terms into other languages for your convenience. Nevertheless, the English version governs your relationship with Inksearch, and any inconsistencies among the different versions will be resolved in favor of the English version.