**PRIVACY STATEMENT - TERMS & CONDITIONS**

**For users of Princh cloud printing, copying and scanning services**

Last updated: October 10<sup>th</sup> 2018

**PRIVACY STATEMENT**

By consenting to this privacy notice you are giving Princh and its suppliers permission to process your data specifically for the purpose of printing, scanning and copying.

In order to print or scan your document, Princh will receive, process and store the document in the cloud for 24 hours after which it will be permanently deleted automatically. Princh does not access or store any information from your documents. All transmissions of data are encrypted.

If you ask for a receipt upon purchase, we will ask you to enter your email which will be stored, and your receipt will be sent to you.

If you choose the "pay by cash" option, we will store the entered name to allow identification of your document with staff.

To ensure the highest possible level of integrity, security and availability, Princh logs and stores IP-adresses and device types during use.

All customer data and Content is processed only for the above purposes and in accordance with local law and is not sold to any third parties.

**§1. KEY TERMS**

§1.1. **Princh:** Princh A/S (CVR 37 83 37 89), Bjørnholms Allé 20, 8260 Viby J, Denmark (also referred to as "we", "us" or "our").

§1.2. **Content:** Printable or scannable material (images, text and other printable or scannable content) uploaded by a Princh User via the Princh Software.

§1.3. **Document:** Content turned into a scanned electronic file or a physical paper print-out by a printer or copier operated by a Princh Host.

§1.4. **Princh Host:** Anyone who operates a printer or copier and offers printing or scanning services via the Princh Software.

§1.5. **Processed Document:** One or more Documents submitted by a Princh User to a Princh Host printer or copier via the Princh Software with the purpose of turning the electronic file(s) into a physical or scanned Document of one or more pages.

§1.6. **Price:** The total price for the Processed Document, which the Princh User must pay in the Princh Software.

§1.7. **Services:** The services offered by Princh through the Princh Software as set forth in §3 of this Contract.

§1.8. **Princh Software:** The software delivered by Princh. This includes but is not limited to Princh Server, Princh Scan Software, Princh for Mobile, Princh for Laptop and Princh for Public PCs.

§1.9. **Princh User:** A natural person or legal entity making use of the Services.

§1.10. **Contract:** This contract.

§1.11. **Terms and Conditions:** The Terms and Conditions outline the use of the Princh Software and Services by Princh Users. The Princh User must acknowledge to have read and understood and agrees to be bound by the Terms and Conditions. The Terms and Conditions are available in the Princh Software and on the Princh website.

## §2. GENERAL

§2.1. The Terms and Conditions govern the Princh User's use of this Princh software and the Services offered by Princh Hosts. By using the Princh Software, the Princh User acknowledges to have read and understood and agrees to be bound by these Terms and Conditions and to comply with all applicable laws and regulations. If you do not agree with the Terms and Conditions, you should not use the Services and/or access the Princh Software.

§2.2. Princh reserves the right to make changes to the Princh Software and the Terms and Conditions at any time. Such amended Terms and Conditions shall be effective upon posting on the Princh Website or through some other reasonable method.

## §3. PRINCH SERVICES

§3.1. The Services offered by Princh through its Software solely exist to provide a platform, which facilitates Princh Hosts to offer printing, scanning and copying services to Princh Users, including the payment transaction between Princh User, Princh and Princh Host.

§3.2. Princh is not a party to any agreements entered into between Princh Hosts and Princh Users, nor is Princh a manufacturer or provider of any printing services or financial services.

§3.3. Princh has no control over the conduct of Princh Hosts and Princh Users, the Content uploaded to the Princh Software by Princh Users and the Documents and services provided by Princh Hosts and Princh disclaims all liability in this regard.

## §4. PRINCH USER

§4.1. The Princh User or any other user of the Princh Software represents and warrants that all information it submits to the Princh Software is accurate, truthful, lawful and does not infringe any rights of third parties. The Princh User or any user of the Princh Software warrants that it will not use the Services to:

· send any unsolicited mass mailings ("spam"); launch or use any automated means or process, for sending more communication than a natural person could reasonably produce

· threaten or harass any person or entity;

· gain or attempt to gain unauthorized access to any computer system, server, network or hardware of Princh Hosts, other Princh Users or any other third party;

· in any way that could overload, damage, disable, disrupt or harm the Services or interfere with any other Princh User's use of the Services;

· adapt, modify or reverse engineer any of the systems or protocols of Princh Hosts;

· reformat, resell, or redistribute the Services in any way without the explicit consent of Princh in writing.

§4.2. If a Princh User does not respect the Terms and Conditions or any reasonable instructions from Princh Hosts or PRINCH, Princh can, at its sole discretion and without any compensation, deny the Princh User any further access to the Princh Software, website and/or any of its Services. Any attempt by a Princh User to damage the Princh Software, website or to undermine the legitimate operations of the Services may be a violation of criminal and civil laws and should any such attempt be made, Princh reserves the right to seek damages from any such Princh User to the fullest extent permitted by law.

§4.3. The Princh User accepts to lose the right of cancellation immediately upon completing the purchase in the Princh Software. The loss of cancellation right does not affect the The Princh User's right of complaint as stated in §4.4.

§4.4. In case The Princh User identifies a defect with the delivery or quality of the Processed Document, the Princh User must notify the Princh Host of the potential defects at the earliest possible time and no later than 70 hours upon uploading the Content. Failure to do so will result in the full Print Price being deducted from the Princh User.

**§5. CONTENT**

§5.1. Princh Users are solely responsible and liable for the Content they upload and will refrain from uploading restricted Content to the Princh Software. If a Princh Host finds out about or is asked by a Princh User to assist in the printing of restricted Content, the Princh Host shall refuse the Processed Document and not supply a Document of such Content and immediately inform the appropriate authorities and Princh about such Content.

§5.2. Content is restricted if it:

(a) violates or infringes a third party's rights, including but not limited to privacy, publicity or any intellectual property rights (including any copyright, patent, design right, trademark, trade secret or any other proprietary rights);

(b) contains pornographic or obscene content;

(c) contains information which is false, inaccurate, misleading, harassing, racially or ethically offensive, harmful to minors, libelous or defamatory;

(d) contains Trojan horses, viruses, worms or other harmful or destructive software code;

(e) is contrary to or in violation of any applicable law or regulations, including any applicable export control laws and regulations.

§5.3. Princh does not claim any ownership rights of the Content and has no obligation to review the Content and can in no way be held responsible for the Content uploaded to its Princh Software.

**§6. PROCESSED DOCUMENT**

§6.1. The Princh User must pay the total amount indicated in the Processed Document order specification as directed in the Princh Software via a credit card or other accepted means of payment as indicated in the Princh Software.

§6.2. Should a Processed Document for any reason not be processed correctly by the Princh Software or the Princh Hosts' hardware, no payment should be deducted from the Princh User's account. In the case of such an incident, the Princh Host is obligated to cancel the Processed Document using the Princh Software within 70 hours from the time when the Princh User uploaded the Document. If the fault is with the Princh Hosts' hardware, the Princh Host is obligated to correct the error if possible and restart the job.

**§7. PRICES**

§7.1. The indicated total price for the Processed Document for the Princh User equals the Print Price.

§7.2. The Print Price or any other prices displayed in the Princh Software are only indications and are valid only for the moment that they are displayed. The Princh Host and Princh reserve the right to change any indicated prices in the Princh Software without prior notice. Such a change will have no effect on Processed Documents, which have already been paid.

§7.3. Princh does its best to prevent errors in the pricing indicated in the Princh Software. However, should an error occur, neither the Princh User, the Princh Host or Princh are bound by the Processed Document and may cancel the Processed Document. Any amounts paid related to that Processed Document will be refunded to the Princh User.

## §8. INTELLECTUAL PROPERTY

§8.1. All intellectual property rights, including but not limited to any copyright, trademark and database right, in the Services or Princh Software and the selection and arrangement thereof belong to Princh, its licensors or other third parties. All rights in the Services and Princh Software not expressly granted herein are reserved.

## §9. LIABILITY & INDEMNIFICATION

§9.1. In no event shall Princh be liable for any damage whatsoever, whether in an action of contract or any tortious action, arising out of or in connection with the Princh User's access or use of the Services and Princh Software or the printing services offered by the Princh Host, except to the extent such damages arise directly from the willful misconduct or gross negligence of Princh and its senior management.

§9.2. In the event the Princh User's country of residence does not allow any of the exclusions or limitations of liability or any of the disclaimers of warranties mentioned in the Terms and Conditions, such exclusions, limitations or disclaimers shall be limited to the maximum extent permitted by applicable law.

§9.3. The Princh User agrees to indemnify and hold Princh harmless from and against all liabilities, claims, damages and expenses (including reasonable attorney fees) arising from or relating to any claims that result from your breach of these Terms and Conditions.

§9.4. The Princh User placing a Processed Document with a Princh Host agrees to indemnify and hold that Princh Host harmless from and against all liabilities, claims, damages and expenses (including reasonable attorney fees) arising from or relating to any claims that result from the Customers' breach of these Terms and Conditions.

## §10. APPLICABLE LAW AND JURISDICTION

§10.1. The Terms and Conditions and any disputes in connection thereto shall be governed by and construed in accordance with the laws of Denmark. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute, claim or cause of action arising out of, or in connection with the Terms and Conditions or the Princh User´s use of the Princh Software, website or Services shall be submitted to the jurisdiction of the competent courts in Denmark, unless provided otherwise by operation of applicable mandatory law.

§10.2. The Princh User and Princh Host are solely responsible that the use of the Services and Princh Software complies with local applicable laws.

## §11. SEVERABILITY

§11.1. If any provision of this Contract is held to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions shall be enforced.

## CONTACTING US

If you have any queries about the manner in which the Princh Software is operated or the Services are provided, please contact us at support@princh.com