

GENERAL CONDITIONS FOR THE DELIVERY OF PRODUCTS AND SERVICES BY IMAGEJO B.V.

Article 1: Definitions

The definitions mentioned below and indicated by an upper-case name start character shall have the following meaning in the Agreement:

Customer: the natural person or entity which whom Imagejo B.V. ("Imagejo") has concluded the Agreement.

General Conditions: these general conditions, which are used by Imagejo B.V. for the supply of products and services to Customers.

Consumer: a natural person who does not act professionally or as a company.

Service: every act performed or to be performed by or on behalf of Imagejo B.V. pursuant to the Agreement, as well as all materials and results thereby produced, which are destined for the Customer.

Defect: demonstrable defect in a Product or a Services with regard to the agreed upon characteristics for such.

Terms of Use: The Terms of Use that apply to the use of the Imagejo B.V. Website or its Products and/or Services.

Intellectual Property Rights: all rights of intellectual or industrial property and related rights, such as for example copyrights, trademark rights, patent rights, design rights, trade name rights, data bank rights and neighboring rights, as well as rights to know how and so called 'one line objects, rights to use domain names and social media accounts

Imagejo: the entity Imagejo B.V. operating as supplier, who through the Website or otherwise puts Products and/or Services at the disposal or provides information on these, or with whom Customer has concluded an Agreement in respect of these Products and/or Services.

Agreement: the contractual legal relationship between Imagejo B.V. and the Customer that originates in accordance with these General Conditions as well as any other stipulation or expression which lawfully applies to the legal relationship between the parties pursuant to the General Conditions.

Privacy statement: the by Imagejo B.V. on it's Website (s) used Privacy and Cookie Statement.

Product: any material that is to be put at the disposal, to be supplied or has been supplied by or on behalf of Imagejo B.V. pursuant to the Agreement, or product which can be considered equivalent according to currently prevailing opinion.

Website: One (of the) website(s) of Imagejo B.V and/or social media channels, such as for example the website linked and running through the domain <http://www.imagejo.com>.

Article 2: Applicability

2.1 The General Conditions apply to all Agreements and to all other (legal) acts between Imagejo and Customer. Any general conditions of Customer explicitly do not apply.

Article 3: Communication

3.1 Any communication between Imagejo and Customer can take place electronically, subject insofar General Conditions for the delivery of products and services by Imagejo B.V.

as these General Conditions and/or the Agreement, and/or the law stipulate otherwise.

3.2 The relevant communication saved by Imagejo counts as proof thereof, subject to proof of the contrary by Customer.

3.3 Electronic communication is deemed to have been received on the day of dispatch, unless the reverse is proven by the recipient. If the communication has not been received as a result of delivery and/or accessibility problems in connection with Customer's e-mail box, such is for Customer's risk, also in case the e-mail box is housed at a third party.

Article 4: Imagejo's Obligation to Inform

4.1 If a Product or Service is acquired via Imagejo's Website, the stipulations in this subject Article 4 apply.

4.2 Imagejo ensures that the General Conditions are submitted to Customer, whether or not electronically, prior to or at the conclusion of the Agreement. Customer himself is responsible for the saving and printing of the General Conditions and the Agreement by means of facilities available on the Website, Customer's browser or otherwise, if so desired, and for the accessibility of the copy saved.

4.3 Without prejudice to legal requirements to save the Agreement and/or the General Conditions that possibly exist for Imagejo, Imagejo is not obliged to keep a possibly archived Agreement and/or the General Conditions accessible to Customer.

4.4 Via its Website Imagejo amongst others makes the following information available:

- a. name, address details and registration at the Chamber of Commerce;
- b. the most important characteristics of the Product and/or Service;
- c. the price, with due observance of article 6, inclusive of all taxes, with the exception of costs of delivery;
- d. the manner of delivery and payment;
- e. the possible costs of delivery;
- f. the address where Customer can lodge a complaint, which address is deemed to be the address mentioned above sub a, unless indicated otherwise on Imagejo's website.
- g. the privacy statement
- h. the terms of Use
- i. the disclaimer

4.5 Imagejo explicitly points out that, if the Products are adjusted to the personal taste of the Customer and made in accordance with the specifications chosen by Customer, it no longer is possible upon payment to renounce the Agreement, or to dissolve the purchase – pursuant amongst others to article 7:46 Netherlands Civil Code -, to adapt the Products' specifications or to exchange the Products.

Article 5: Realization Agreement

5.1 Expressions of Imagejo on the Website or otherwise in connection with making Services and/or Products available, are considered to be an invitation to make an offer. Every Agreement is entered into on the condition precedent of sufficient availability of the Products and/or Services in question. The Agreement is realized by Imagejo's confirmation of Customer's order. Confirmation may take place electronically (for example via the Website, by e-mail, social media or by means of an SMS, or comparable technologies), or in writing (by facsimile or by letter).

Article 6: Prices and payment

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6.1 For Products and Services ordered Customer pays the price stated in the Agreement. Payment takes place in the manner indicated in the Agreement.

6.2 If Customer is a Consumer, all prices mentioned are inclusive of VAT and other public levies. If Customer is a company all of the prices mentioned are exclusive of VAT, unless indicated otherwise. The prices mentioned on the Website and in advertisements may be changed without any prior notice. The price mentioned in the confirmation sent to Customer is binding.

6.3 Unless agreed upon otherwise in the Agreement, payment must be made beforehand and in its entirety.

Article 7: Additional work

7.1 If at Customer's request or with Customer's prior agreement Imagejo has done additional work or provided extra performances which do not come under the contents or the scope of the Agreement, this work or these performances shall be reimbursed by Customer in accordance with Imagejo's customary rates. Additional work also exists if a system analysis, a design or specification are extended or altered. Imagejo is never required to meet such a request and may ask that a separate written agreement is concluded for such.

7.2 Customer accepts that work or performances as referred to in Article 7.1, can influence the agreed upon and expected time of completion of the Agreement, and the mutual responsibilities of Customer and Imagejo. The fact that (the demand for) additional work occurs during the execution of the Agreement, can never be reason for Customer to dissolve or terminate the Agreement.

7.3 To the extent that a fixed price has been agreed upon for the Service, Imagejo – if so requested – shall advise beforehand in writing about the financial consequences of additional work or performances.

Article 8: Quality, delivery and ownership retention

8.1 Imagejo will do its utmost to paint a true picture of the Products and Services on the Website and in other expressions. This does not alter the fact that there may exist a discrepancy between the expectation, which a Customer has based on statements made by Imagejo, and the actually delivered Products and Services. There can never be non-conformity or liability from the side of Imagejo in respect of Products and Services, when Customer has failed to investigate – to the extent such is reasonably possible – whether the Products and Services actually match that which he wants to be supplied with

8.2 If – with observance of Article 8.1 - Customer identifies a Defect, he as quickly as possible advises Imagejo hereof. If a Defect actually exists, Imagejo at its own choice may 1) repair the defect; or 2) offer replacement Products and Services; or 3) refund the amount paid for the Products and Services. In case of repair Customer offers all reasonably required cooperation which Imagejo requests.

8.3 Advertised prices for products do not include the cost of delivery. Orders can, in case Imagejo offers this, on request of the customer be sent C.O.D.

8.4 An agreed upon time of delivery is only an indication and – unless Imagejo and Customer have explicitly agreed otherwise in writing – cannot be considered as final date in the sense of Article 6:83 Netherlands Civil Code. Imagejo will do its utmost to in as much as possible observe the agreed upon times of delivery, but in case these are overdue Customers is not entitled to reimbursement (of damage) in this regard.

8.5 All material goods delivered by Imagejo remain the property of Imagejo or its suppliers until the amount due under the Agreement is fully paid, including any possible interest and collection fees.

8.6 In case of force majeure, in general Imagejo shall be free from its obligation to deliver. Force majeure means in this respect, amongst others but not limited to, sickness of Imagejo. Next to this, Imagejo could agree with Customer or Consumer on cancellation separately.

8.7 In case Imagejo delivers a product and not a service, A Consumer has the right to use the delivered Product(s) for a proper review during 14 (fourteen) days and to terminate the purchase without giving reasons. This must be communicated to Imagejo in writing before returning the product. Following the notice, the Consumer must send the Product properly packaged and without any damage to Imagejo as soon as possible. All costs incurred for returning the Products are at the expense of the Consumer.

8.8 The in Article 8.7 mentioned (review) period will commence on the day of receipt of the Product by either the consumer or a appointed representative of the consumer that Imagejo has been notified of by the consumer before receipt of the product. During this (review) period, the consumer will carefully handle the products and packaging. The consumer will only extract or use the Products to the extent that it is necessary to assess whether the Consumer wishes to retain the Product.

8.9 If the Consumer makes use of his termination or revoke right as described in this Article 8, the Consumer will return the Product(s) with all supplied accessories and - if reasonably possible - to the original state with original packaging to Imagejo in accordance with the reasonable and clear instructions from Imagejo.

8.10 If the Consumer has paid an amount, Imagejo will repay this amount as soon as possible, but no later than 30 (thirty) days after the return, receipt, termination or revocation of the product.

8.11 The Consumer has no right to terminate or revoke as referred to in this Article 8 if the Product(s) are: (a) Product(s) created by Imagejo in accordance with Customer specifications (including custom work), (b) Product(s) Clearly personal in nature, and / or (c) Product(s) that cannot be returned by their nature.

8.12 The termination or revocation right referred to in this Article 8 does not apply if products are delivered in combination with the provision of Services to the Consumer if, through or due to Imagejo, with the consent of the Consumer, a start has been made with the (execution of) one or more of these Services and / or one or more of these Services have already been (fully) performed by or on behalf of Imagejo within a period of 14 (fourteen) days after delivery. The Consumer hereby expressly waives the said termination or revoke right for those circumstances.

Article 9: Intellectual Property Rights

9.1 The Intellectual Property Rights to all Products and/or Services which Imagejo provides in connection with the Agreement remain with Imagejo or with the third party from whom Imagejo obtained the right to provide these Products or Services to Customer. In connection with software and other eligible Products and Services Imagejo hereby grants Customer a right of use which is non-exclusive and non-assignable, unless such has explicitly been stipulated otherwise in the Agreement,

on the condition precedent of Customer's payment of all amounts due by him under this Agreement.

9.2 If it is likely, in Imagejo's opinion, that it will be established that Products or Services provided by Imagejo under the Agreement (is threatening to) infringe any third party right, Imagejo, at its option, is entitled to 1) ensure that Customer can continue to use the Products and Services, or 2) cease delivery of the Products and Services in question against repayment of amounts already paid, or 3) cease the delivery of the Products and Services in question, or 4) to have Customer return the delivered Products, at his costs, against repayment of the amounts paid in this respect by Customer, with deduction of a reasonable reimbursement for use during the period in question, or 5) in Imagejo's reasonable opinion provide equivalent Products and Services, or 6) take other measures take Imagejo deem necessary to limit or prevent (potential) infringement and/or damage. Any transgressive liability, obligation to comply and obligation to pay damages is hereby excluded

9.3 Customer warrants that if and to the extent materials and data are provided by him to Imagejo in connection with the Agreement, he is entitled to do so and that these materials and data do not infringe the rights of third parties and that Imagejo may use these materials or this data without any limitation and as it deems fit.

9.4 Customer is not permitted to remove indications of the rightful claimant in connection with Intellectual Property Rights from any Product. The same applies to statements that certain information is of a confidential nature.

Article 10: Privacy and General Conditions of Use

10.1 Customer has taken note of Imagejo's Privacy and Cookie statement and agrees to the processing of his personal data, the application and the conditions of use described therein.

10.2 Customer has taken note of the terms of use and agrees to both the application and the conditions of use described therein.

Article 11: Liability

11.1 Imagejo is never liable for any direct or indirect damage of Customer or third parties, including but not limited to consequential damage, lost turnover and/or profit, loss, loss of information, reputational damage, material or immaterial damage, related to or ensuing from the Agreement or the use of the Products and Services, the use of (the content on) the Website and / or the use/ implementation of advice provided by Imagejo or third parties engaged by Imagejo.

11.2 Customer, not being a Consumer, indemnifies and safeguards Imagejo against all and any claims of third parties, of whatever nature, in respect of reimbursement of damage, costs or interest, related to or ensuing from the Agreement or the use of the Products and/or Services and/or the use of (the content of) the Website.

11.3 The Articles 11.1 and 11.2 do not apply if and insofar the damage in question is caused by willful intent or deliberate recklessness on the part of Imagejo or its management, in which case Imagejo's liability for each event (whereby a series of interconnected events count as one event) is at all times limited to the amount Customer paid, to Imagejo related to the event which caused the damage

Article 12: Secrecy

12.1 If and to the extent that confidential information of Imagejo becomes known to Customer during the execution of the Agreement, Customer shall only use this information for the execution of the

Agreement and limit access to the information to persons who must gain knowledge of such for that purpose. Customer warrants that these persons are obliged to keep this confidential information secret under an employment agreement and/or a secrecy agreement.

12.2 Confidential information does not include information which was already public at the time it came to the knowledge of the other party, which became public afterwards through no fault of the receiving party, or which the receiving party obtained from a third party without being pledged to secrecy thereof and also without this third party having been pledged to secrecy thereof.

Article 13: Dissolution

13.1 Without prejudice to the legal means of dissolution and its other rights, Imagejo – in case of (request of) (preliminary) judicial settlement, bankruptcy, withdrawal from operation or liquidation of the Customer – is entitled to partially or entirely dissolve the Agreement without being liable for payment of any damages.

13.2 In the event of dissolution pursuant to the stipulations of Article 13.1, all claims of Imagejo - if and so far as that law does not stipulate it - dissolving the Agreement on the Customer immediately and entirely become due. The Customer is obliged to take the necessary measures in order to allow Imagejo dissolving the Agreement to effect its rights

13.3 In the event of a termination pursuant to article 13.1 the obligations which are meant to survive the Agreement shall remain in force, including at any rate obligations concerning the following subjects:

- outstanding payments;
- secrecy;
- Intellectual Property Rights;
- Liability.

These obligations shall continue to exist as long as Imagejo can reasonably claim their survival.

Article 14: Amendments and additions

14.1 Amendments of and additions to any stipulation in the Agreement and/or the General Conditions only are valid if they are agreed upon in writing and/or electronically, and can only be proven by such.

Article 15: Miscellaneous, applicable law, competent court

15.1 *The law of the Netherlands* exclusively applies to these General Conditions and the Agreement, also in case the undertaking is entirely or partially executed abroad or in case the party involved in the undertaking resides abroad. The applicability of the Vienna Sales Convention is excluded. The District Court in Amsterdam is exclusively competent to rule on disputes, unless the law mandatorily dictates otherwise. Nevertheless Imagejo has the right to submit the dispute to the court which by law is competent.

15.2 In addition, disputes between Imagejo and a Consumer could be submitted alternatively upon mutual agreement to the Dutch Foundation for Consumer Complaints Boards as a part of the Online Dispute Resolution (ODR) (<https://www.eccnederland.nl/nl/online-dispute-resolution-odr>). Such complaints can be sent to Imagejo as well.

15.3 The stipulations in the General conditions and the Agreement jointly determine the legal relationship between the parties and supersede all earlier agreements or statements of Imagejo in

regard to the subject of the Agreement and exclusively constitute proof thereof.

15.4 When executing the Agreement Imagejo can engage third parties as it deems fit.

15.5 Imagejo can assign rights and obligation resulting from the Agreement to third parties and shall advise Customer thereof. If the assignment of obligations to a third party is not reasonably acceptable to Customer, he has the right to give notice of termination of the Agreement within 5 (five) days from receipt of the statement in question.

15.6 Should any stipulation in the General Conditions or the Agreement be void or otherwise unenforceable in Imagejo's reasonable opinion, Imagejo has the right to cancel the remaining content of the Agreement, except to the extent that such would be unacceptable under the given circumstances and by standards of reasonableness and fairness. The nullity of any stipulation of these general conditions of delivery do not affect the validity of the remaining stipulations of these general conditions.

15.7 In the event of conflict between these General Conditions and the Terms of Use used by Imagejo, Privacy Statement and / or disclaimer, the content of these General Conditions prevails to the the Terms of Use and Privacy Policy and Disclaimer(s).

These General conditions for the delivery of products and services by Imagejo B.V have last changes and been published on September 18th 2017

Please note that this is an English translation of the Terms of Use. In case of ambiguous content of these Terms of Use, the version in Dutch language shall prevail over this translation in English.