

General Terms and Conditions

1. Applicability

(a) These terms and conditions for services (these "Terms") are the only terms that govern the provision of services by Focus sp. z o.o., a Polish limited liability company seated at 190 Zaczernie 190, 36-062 (the "Service Provider") to an individual or an entity (the "Customer"), who through his or her account (the "Account") on Service Provider's website at <https://www.colorland.com/us/> (the "Website") has placed an order on by uploading pictures, photographs or any other items (each a "Picture") with an option of customizing each Picture by adding text, graphic or any other elements thereto (the "Project"), and ordering through an interactive form available on Account (the "Order Form") that Service Provider print Project according to instructions set forth by Customer (such printed out Project shall be referred to as "Finished Project"), and deliver such Finished Project pursuant to Customer's instructions (printing out Project, and its delivery shall be referred to as "Services"), provided that Service Provider approves the Project (the "Order Approval") and Customer wires a payment due for Finished Project, and Service Provider receives such payment.

(b) The Order Form, Order Approval and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. In the event of any conflict between these Terms and the Order Form or Order Approval, these Terms shall govern, unless either the Order Form or Order Approval expressly states that the terms and conditions of the Order Form or Order Approval shall control.

(c) These Terms prevail over any of Customer's general terms and conditions regardless whether or when Customer has submitted its request for proposal, order, or such terms. Provision of services to Customer does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend these Terms.

2. Services

Service Provider shall provide Services to Customer as described on the Website, or Order Approval in accordance with these Terms.

3. Performance Dates

Service Provider shall use reasonable efforts to meet any performance dates specified in the Order Approval, but for the avoidance of the doubt both parties acknowledge that any such dates shall be estimates only.

4. Customer's Obligations

Customer shall:

(a) cooperate with Service Provider in all matters relating to the Services and provide such information or data as may reasonably be requested by Service Provider, for the purposes of performing the Services;

(b) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement; and

(c) provide such Customer materials or information as Service Provider may request to carry out the Services in a timely manner and ensure that such Customer materials or information are complete and accurate in all material respects.

5. Customer's Acts or Omissions

If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants, or employees, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

6. Procedure. Customer Representation

(a) Customer may only order Services through Order Form, available on Customer's Account.

(b) Customer may sign up for Account by filling in the registration form available on Website, and registering his or her Account. Data provided by Customer through the process of setting up the Account is governed by privacy policy available at <https://www.colorland.com/us/privacy-policy>, which is hereby incorporated into these Terms by reference (the "Policy").

(c) In order to initiate the process of ordering Services, following steps need to be followed:

- (1) Customer shall upload Pictures to an electronic basket available in Account, and by customizing Pictures, Customer shall turn Pictures into Projects;
- (2) Customer may modify each Project until Customer approves it by clicking 'Order'. After clicking 'Order', Projects cannot be modified;
- (3) After ordering the Project, Customer shall input his or her data required for Service Provider to render Services. Such data shall be governed by the Policy;
- (4) Service Provider shall review the Project, and upon its acceptance and approval, shall submit to Customer an Order Approval. Such Order Approval shall also specify fee due for Services (the "Fee"), and include a link to these Terms;
- (5) Service Provider shall commence providing Services after receiving payment of the Fee;
- (6) Finished Project shall be delivered through a method proposed by Service Provider, and selected by Customer. Delivery shall be rendered by third parties, and thus Service Provider shall not be held liable for any delays, omissions or errors in delivery of Finished Project.

(d) Computer system that Customer uses for ordering Services, shall meet the following requirements:

- (1) Customer shall use a desktop device such as personal computer or laptop with Internet access; Smartphones and tablets are not supported;
- (2) Operating system: Windows XP, Vista, 7, 8, 10, IOS (only if using Google Chrome browser). Linux system is not supported;
- (3) Google Chrome or Mozilla Firefox internet browser. Other browsers may cause issues during

a Project creating process;

(4) The latest version of Adobe Flash Player (download here: <http://get.adobe.com/flashplayer/>).

(e) Customer warrants and represents that he or she has all rights, including but not limited to Intellectual Property Rights (as defined by Section 9 herein) to Project, and that Project does not infringe Intellectual Property Rights (as defined by Section 9 herein) or other rights of third parties. Service Provider disclaims any liability therefrom, and Customer agrees to indemnify Service Provider for any losses resulting from inaccuracy of representation set forth in this section of these Terms.

7. Fees and Expenses; Payment Terms

In consideration of the provision of the Services by Service Provider and the rights granted to Customer under this Agreement, Customer shall pay the Fees set forth in the Order Approval. Customer shall make all payments here under in US dollars by PayLane and PayPal.

8. Taxes

Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Customer hereunder.

9. Intellectual Property

All intellectual property rights, including copyrights, trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to Project under this Agreement, including any items identified as such in the Order Approval (collectively, the "Deliverables") shall be owned by Customer. Customer hereby grants Service Provider a license to deliver Services with respect to Deliverables, and such license shall be free of any charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis.

10. Representation and Warranty

(a) Service Provider represents and warrants to Customer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

(b) The Service Provider shall not be liable for a breach of the warranty set forth in Section 10(a), unless Customer gives written notice of the defective Services, reasonably described, to Service Provider within 14 days of the time when Customer discovers or ought to have discovered that the Services were defective.

(c) Subject to Section 10(b), Service Provider shall, in its sole discretion, either:
(1) repair or re-perform such Services (or the defective part); or
(2) credit or refund the price of such Services at the pro rata contract rate.

(d) The remedies set forth in section 10(c) shall be the Customer's sole and exclusive remedy and Service Provider's entire liability for any breach of the limited warranty set forth in section 10(a).

11. Disclaimer of Warranties

Except for the warranty set forth in section 10(a) above, Service Provider makes no warranty whatsoever with respect to the services, including any (a) warranty of merchantability; or (b) warranty of fitness for a particular purpose; or (c) warranty of title; or (d) warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

12. Limitation of Liability

(a) In no event shall Service Provider be liable to customer or to any third party for any loss of use, revenue or profit or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damages were foreseeable and whether or not Service Provider has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

(b) In no event shall Service Provider's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the aggregate amounts paid or payable to Service Provider pursuant to the Order that gave rise to the claim.

13. Waiver

No waiver by Service Provider of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

14. Force Majeure

The Service Provider shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Service Provider including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national

emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

15. Assignment

Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Service Provider. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Customer of any of its obligations under this Agreement.

16. Relationship of the Parties

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

17. Governing Law

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Delaware.

18. Submission to Jurisdiction

Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in the City of Dover and County of Kent, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

19. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Order Approval or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or email or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

20. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

21. Survival

Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: parties representations and warranties, Governing Law, Intellectual Property, Submission to Jurisdiction, and Survival.

22. Amendment and Modification

This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.