

## TERMS AND CONDITIONS

### THE HOSTED SITE TERMS AND CONDITIONS

Last updated on 01/01/2024  
IMPORTANT NOTICE

By clicking to accept these Terms and Conditions you agree to be bound by these Terms and Conditions, and you confirm that you have authority to bind any business on whose behalf you use the Site.

- THE SITE
  - The Site is owned and operated by **Karin Leutscher** with registered with the Chamber of Commerce Amsterdam as Laleu Design Amsterdam under Chamber of Commerce number 34376295.
  - **In these Terms and Conditions registered as Laleu Design.**
  - You may only access and use the Site in accordance with these Terms and Conditions.
  - Laleu Design may change, suspend or discontinue the Site (or any part thereof) at any time, including the availability of any feature, database, or content. Laleu Design may also impose limits on certain features and services or restrict your access to parts or all of the Site without notice or liability.
  - You are responsible for obtaining and maintaining any equipment or ancillary services needed to connect to, access or otherwise use the Site, including modems, hardware, software, and long distance or local telephone service.
  - Laleu Design may perform maintenance on the Site from time to time that may result in service interruptions, delays or errors. Laleu Design will not be liable for any such interruptions, delays or errors. You agree that Laleu Design may contact you in order to assist you with the Site and to obtain information needed to identify and fix any errors.
- YOUR ACCOUNT
  - You will need to open an account with Laleu Design before you can place an order. This involves providing Laleu Design with some compulsory personal information which must be validated by Laleu Design.
  - Please read the Laleu Design privacy policy for more information on how your personal information will be used.
  - Laleu Design reserves the right at its sole discretion to decline a new account registration or to suspend or terminate your account at any time.
  - Laleu Design will contact you by email to notify you whether or not your account has been activated.
  - By registering to open an account you confirm that the details provided by you on registration, or at any time, are correct and complete. You must inform Laleu Design immediately of any changes to the information that you provided when registering by updating your personal details in your account.
  - You (a) must keep your passwords secure and confidential; (b) are solely responsible for all activity in your account; and (c) must use commercially reasonable efforts to prevent unauthorised access to your account, and notify Laleu Design promptly of any unauthorised access. Laleu Design reserves the right at its discretion to modify or withdraw a password at any time.
- PLACING AN ORDER
  - After you place an order Laleu Design will send you an email acknowledging receipt of your order. Please note that this email does not constitute acceptance of your order.
  - Following receipt of your order, you will be charged for your order using your selected method of payment, and Laleu Design will grant you access rights to the high resolution file for each of the Designs specified in your order ("Access Rights").
  - A Sale Contract will be created when Laleu Design grants you Access Rights. The Sale Contract is created between you and Laleu Design, and it incorporates the details, descriptions and prices of the Design as set out on the Site and these Terms and Conditions, all as at the date on which you place your order.
  - Before you are granted Access Rights for any Design, Laleu Design may decline your order for that Design for any reason including legal and regulatory reasons. If Laleu Design declines your order for any Design for which you have already been charged, Laleu Design will refund you in full for such Design as soon as reasonably possible.
  - Laleu Design will send you an email setting out the Designs in your order and whether you have been granted Access Rights for each Design.
- AMENDING OR CANCELLING AN ORDER

- The processing of your order is automatic. If you wish to amend or cancel your order you must contact Laleu Design immediately. Laleu Design will do its best to stop your order from being processed, but this may not be possible given the speed at which it is processed.
- DESCRIPTIONS AND PRICES OF THE DESIGNS
  - Orders will only be accepted if there are no material errors in the description of the Designs and their prices as advertised on the Site. If Laleu Design discovers an error in the price of any Design you have ordered Laleu Design will contact you by email to inform you of this error and Laleu Design will give you the option of continuing to purchase the Design at the correct price or cancelling your order for that Design. Laleu Design will not process your order until Laleu Design received your instructions. If Laleu Design does not receive your instructions, Laleu Design will treat your order for that Design as cancelled and notify you by email.
  - Whilst Laleu Design tries to display the colours of the Designs accurately on the Site, the actual colours you see will depend on your monitor. Laleu Design cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the Designs contained in the high resolutions files or the Swatches.
  - The prices of the Designs are exclusive of VAT, sales tax and other similar taxes, and you are responsible for payment of such taxes at the rate and in the manner for the time being prescribed by law.
  - If any withholding type tax is levied on a payment to Laleu Design, then you must increase the amount paid to Laleu Design so that the amount received after the withholding tax is deducted is the full amount Laleu Design would have received if no withholding deduction had been made.
  - You must pay in the currency stated on the Site.
  - You must make all payments in full without set-off, deduction, counter-claim or withholding.
  - Prices for Designs may change from time to time, but changes will not affect any order you have already placed.
- THE SALE CONTRACT
  - Upon the creation of a Sale Contract for a Design, Laleu Design hereby grants to you an exclusive perpetual, worldwide, royalty-free licence under the Copyright to do the following acts subject to, and in accordance with, these Terms and Conditions:
    - to use, copy and modify the Design in any format including digital and hard copy;
    - to reproduce the Design on the Products with no restrictions on the quantity of reproductions;
    - to sell the Licensed Products to independent arm's length customers; and
    - to reproduce the Design in any advertising or promotional material relating to the Licensed Products.
  - The licence does not include the right for you:
    - to exploit either directly or indirectly the Copyright subsisting in the Design; or
    - to transfer the licence without providing prior written notice thereof to Laleu Design.
  - Subject to the licence granted under this clause 6, all of the rights, title and interest in the Copyright remains vested in Laleu Design.
  - To the extent that Laleu Design is the sole author of the Design, it hereby waives all moral rights in respect of the use to be made of the Design to which Laleu Design may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 or under any similar legislation from time to time in force anywhere in the world.
  - Laleu Design will despatch any Swatches requested by you in the order to the address specified in the order.
  - Laleu Design is not responsible for any delay in delivery caused by the unavailability of someone to take delivery of the Swatches. You are responsible for contacting the post office or delivery company as applicable to arrange the collection or delivery of Swatches that could not be delivered because you were unavailable.
- COPYRIGHT IN THE DESIGNS
  - In respect of each Design, and subject to clause 7.2, Laleu Design hereby warrants to you that:
    - Laleu Design is the sole legal and beneficial owner of, and owns all the rights and interests in, the Copyright;
    - Laleu Design has not licensed or assigned the Copyright to a third party; and
    - the Design is its original work and has not been copied wholly or substantially from any other source.
  - The warranties set out in clause 7.1 shall not apply to the limited extent that:
    - any element of the Design is in the public domain; or
    - for any element of the Design in respect of which Laleu Design has purchased a licence to use the Copyright of an image on a royalty-free basis.
  - You acknowledge that Laleu Design has not checked throughout the world to ensure that the Designs do not contain anything that is deemed to be indecent, obscene, pornographic, blasphemous, infringing, defamatory, libellous or otherwise objectionable, unlawful or tortious in accordance with the applicable laws. Accordingly, you must ensure that in the relevant jurisdiction(s) the Designs do not contain anything that is deemed to be indecent, obscene, pornographic, blasphemous, infringing,

defamatory, libellous or otherwise objectionable, unlawful or tortious in accordance with the applicable laws.

- You acknowledge that Laleu Design has not conducted searches of national registers of Trade Marks throughout the world in relation to specific words, symbols or numbers forming part of the Designs.

Accordingly:

- Laleu Design does not provide any warranties or representations that the Designs will not infringe or otherwise violate any Trade Marks of any third party; and
- you must secure every third party clearance and permission needed in the relevant jurisdiction(s) to enable you to use the specific words, symbols or numbers forming part of the Designs.

#### • PROTECTION OF THE COPYRIGHT

- You must immediately notify Laleu Design in writing giving full particulars if any of the following matters come to your attention:
  - any actual, suspected or threatened infringement of the Copyright;
  - any claim made or threatened that the Design infringes the copyright and rights in the nature of copyright of any third party; or
  - any other form of attack, charge or claim to which the Copyright may be subject.
- In respect of any of the matters listed in clause 8.1:
  - Laleu Design will, at its absolute discretion, decide what action to take, if any;
  - Laleu Design will have exclusive control over, and conduct of, all claims and proceedings;
  - you must not make any admissions other than to Laleu Design and will provide Laleu Design with all assistance that it may reasonably require in the conduct of any claims or proceedings; and
  - Laleu Design will bear the cost of any proceedings and will be entitled to retain all sums recovered in any action for its own account.
- The provisions of sections 101 and 101A of the Copyright, Designs and Patents Act 1988 (or equivalent legislation in any jurisdiction) are expressly excluded.

#### • YOUR RESPONSIBILITIES

- You must not access or use the Site in any manner or for any purpose other than as expressly permitted by these Terms and Conditions.
- You may only use the Site for commercial purposes and in accordance with the applicable laws.
- You must not use any Design in any way until you are granted Access Rights for that Design. For the avoidance of doubt, your Access Rights are for the use of the high resolution file for a Design only.
- In respect of each Sale Contract, you acknowledge and agree that the exercise of the licence granted to you is subject to all applicable laws, and you understand and agree that you will at all times be solely liable and responsible for such due observance and performance.
- Without prejudice to clause 9.4, you must:
  - only use the Designs for commercial purposes;
  - not use the Designs in a way that is or renders the Designs indecent, obscene, pornographic, blasphemous, infringing, defamatory, libellous or otherwise objectionable, unlawful or tortious, or in a way which violates third party rights;
  - only make use of the Copyright for the purposes authorised in these Terms and Conditions;
  - comply with all regulations and practices in force or use to safeguard the Design Studio's rights in the Copyright; and
  - ensure that the Licensed Products are safe for the use for which they are intended.
- You must not do or omit to do anything to diminish the rights of Laleu Design in the Copyright or the Designs, nor assist any other person to do so, either directly or indirectly.

#### • TERMINATION OF A SALE CONTRACT

- Laleu Design may terminate a Sale Contract at any time with immediate effect by written notice to you if you commit a material breach of any of these Terms and Conditions and such breach is not remediable or, if remediable, is not remedied within twenty eight (28) days from the date of such notice.
- Upon the termination of a Sale Contract:
  - all rights and licences granted pursuant to the Sale Contract will end, and you must stop all use of the Copyright;
  - for a period of ninety (90) days only after the date of termination you will have the right to sell all stocks of the Licensed Product in your possession and any Licensed Product in the course of manufacture at the date of termination; and
  - neither you nor Laleu Design will have any further right or obligation with respect to each other except as set out in this clause 10 and in those clauses which expressly or by implication are intended to come into or continue in force on or after termination of the Sale Contract.
- The termination of a Sale Contract for any reason will not prejudice or affect the accrued rights, remedies obligation or liabilities of the parties existing at termination.

#### • OWNERSHIP OF RIGHTS IN THE SITE

- The software, workflow processes, user interface, designs and other technologies provided by Laleu Design as part of the Site are the proprietary property of Laleu Design and its licensors. All right, title

and interest in and to such items, including all associated intellectual property rights, remain with Laleu Design. You must not remove or modify any proprietary marking or restrictive legends as part of the Site. Laleu Design reserves all rights unless expressly granted under these Terms and Conditions.

- You must not:
  - sell, resell, rent or lease the Site or use it in a service provider capacity;
  - interfere with or disrupt the integrity, performance or security of the Site, prevent access to or use of the Site by other users, or in Laleu Design's reasonable judgment impose an unreasonable or disproportionately large load on the infrastructure, network capability or bandwidth;
  - attempt to gain unauthorised access to the Site or related systems or networks;
  - reverse engineer or otherwise decompile any aspect of the Site except to the extent permitted by law; or
  - access the Site to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.
- You are not granted any rights or licence in respect of the Trade Marks of Laleu Design, which are and will remain the sole and exclusive property of Laleu Design.
- **INDEMNITY**
  - You will indemnify and hold harmless Laleu Design from and against any losses, damages, expenses and other charges (including reasonable fees and expenses of legal and other advisers, court costs and other dispute resolution costs) incurred by Laleu Design for any third party claims arising from or in connection with:
    - your use of the Site in breach of these Terms and Conditions; and
    - your use of any Design.
- **LIMIT OF LIABILITY**
  - You acknowledge that the Site is made available free of charge, and that use of the Site is entirely at your own risk. Accordingly, the Site is provided on an 'as is' and 'as available'
  - To the maximum extent permitted by law Laleu Design hereby excludes all warranties and representations of any kind, express or implied, regarding the Site, including warranties and representations:
    - as to the accuracy, quality, reliability, suitability, completeness, truthfulness, usefulness, or effectiveness of the Site;
    - that the Site will meet your requirements;
    - that the Site will function uninterrupted or error-free; and
    - that the Site is secure, free from attack, interference, hacking or other security intrusion, or free of malicious programs or other harmful components.
  - Subject to clause 13.5, the maximum aggregate liability of each party arising under or in connection with a Sale Contract, whether in contract, tort (including negligence) or otherwise, must in no event exceed the aggregate amount of the prices of the Designs paid by you Laleu Design, with the exception that such limit will not apply to breach of clause 12 (Indemnity) for which the liability will be unlimited.
  - Subject to clause 13.5, Laleu Design will have no liability to you or any other person for any damage or loss of any kind, whether such damage or loss is direct, indirect, special or consequential and whether it arises in contract, tort (including negligence) or otherwise, even if such loss was reasonably foreseeable or Laleu Design has been advised of the possibility of such loss. In particular, Laleu Design will have no liability, obligation or responsibility whatsoever in relation to (a) loss of profits; (b) loss of sales, income, business or opportunity; (c) loss of anticipated savings; (d) loss of, or damage to, reputation or goodwill; or (e) loss of use of, or corruption to, software, data or information.
  - Nothing in these Terms and Conditions will operate to exclude or limited Laleu Design's liability for (a) death or personal injury caused by Laleu Design's negligence, (b) fraud or (c) any other liability which cannot be excluded or limited under the applicable laws.
- **SECURITY AND DATA PROTECTION**
  - Laleu Design will have in place appropriate technical and organisational measures to protect your data against accidental or unlawful destruction or accidental loss or alteration or unauthorised disclosure or access and against all other unlawful forms of processing.
  - Please read Laleu Design privacy notice which also governs your use of the Site.
  - Laleu Design may use non-personally identifiable data within the Site for purposes of enhancing the Site, aggregated statistical analysis, technical support and other business purposes.
- **THIRD PARTY WEBSITES**
  - The Site may include a web browser via which you may access other websites provided by third parties. Laleu Design has no control over the contents of those websites. Laleu Design does not warrant, endorse, guarantee, or assume responsibility for any such websites, their contents or their privacy practices. Laleu Design will not be responsible for, and expressly disclaims any and all liability related to, any loss or damages caused by use or reliance on any content, features, goods or services made available through such websites. Laleu Design will not be a party to or in any way monitor any transaction entered into by you in connection with other websites provided by third parties.
- **CHANGES TO THESE TERMS AND CONDITIONS**

- Laleu Design reserves the right to make changes to these Terms and Conditions at any time by publishing a revised version of these Terms and Conditions on the Site, but no changes will apply to any orders you submitted before the change. Your continued use of the Site indicates your acceptance of such changes. You are advised to check these Terms and Conditions from time to time for any changes that may affect you. Laleu Design last modified these Terms and Conditions on the date stated at the beginning of these Terms and Conditions.
- **ELECTRONIC COMMUNICATIONS**
  - When you use the Site or send emails to Laleu Design, you are communicating with Laleu Design electronically. Laleu Design will communicate with you by email or by posting notices on the Site.
  - For contractual purposes you agree to receive communications from Laleu Design electronically and you agree that all notices and communications which Laleu Design provides you electronically satisfy any legal requirement that such communications are in writing, unless mandatory applicable laws specifically require a different form of communication.
  - All notices that you are required or desire to give to Laleu Design must be in writing and sent:
    - by registered post or courier to Laleu Design at \_\_\_\_\_ and marked for the attention of \_\_\_\_\_; and such notices will be deemed to be received by Laleu Design five (5) calendar days after the date on which they are sent by registered post or courier; or
    - by email provided that the email is sent from the email address as detailed in your account on the Site; and such notices will be deemed to be received by Laleu Design immediately. If for any reason you send an email from a different email address Laleu Design will not take any responsibility if it does not receive the email for any reason, including if it is categorised as spam.
- **GENERAL**
  - If you breach these Terms and Conditions and Laleu Design takes no action, Laleu Design will still be entitled to use its rights and remedies in any other situation where you breach these Terms and Conditions.
  - If any of these Terms and Conditions is found to be invalid, unenforceable or illegal, then such provision will be severed and will not affect the validity and enforceability of any remaining Terms and Conditions.
  - Without prejudice to any other rights or remedies that Laleu Design may have, you acknowledge and agree that damages alone would not be an adequate remedy for any breach of these Terms and Conditions by you. Accordingly, Laleu Design may be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of these Terms and Conditions.
  - The Terms and Conditions and your use of the Site are governed by and construed in accordance with English law. Any dispute or claim arising in connection with these Terms and Conditions, your use of the Site or any non-contractual dispute will be subject to the exclusive jurisdiction of the English courts.
- **DEFINITIONS**
  - In these Terms and Conditions the following terms will have the following meanings: “Access Rights” has the meaning set out in clause 3.2;  
“Copyright” means all copyright and rights in the nature of copyright subsisting in the Design in any part of the world to which the Design Studio is entitled;  
“Design” means a print, pattern, graphic and any other form of design;  
“Licensed Product” means the Product on which the Design has been reproduced pursuant to clause 6.1(b);  
“Products” means any type of product, including fabric, clothing, t-shirts, hats & accessories, gift cards (e.g. greetings cards and Christmas cards), wrappings, promotional and online material, labels, posters, newspaper articles, brochures, business cards, stationary, print ads, calendars, advertising displays, booklets, marketing, folders, labels, flyers, prints;  
“Sale Contract” means the contract created between you and Laleu Design for a Design when the Design Studio grants you Access Rights; and the Sale Contract incorporates the details, descriptions and prices of the Design as set out on the Site and these Terms and Conditions, all as at the date on which you place your order;  
“Swatch” means any expression of a Design in a physical format, such as on paper, fabric, weave, knit or any other material;  
“Trade Marks” means trade marks, trade names, service marks, logos, domain names, and other distinctive brand features.
  - In interpreting these Terms and Conditions (unless the context otherwise requires):
    - any phrase introduced by the terms "including", "includes", "in particular", "for example" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms; and
    - any reference to any statute or statutory provision including any subordinate legislation includes a reference to that statute or statutory provision as from time to time amended, extended or **re-enacted**.

