

**THE LEGAL AGREEMENTS SET OUT BELOW GOVERN YOUR USE OF THE tag4s.com WEB SITE. IF YOU DO NOT AGREE TO THESE TERMS PLEASE DO NOT USE THE SITE.**

**TERMS OF SERVICE & CONDITIONS for use of the tag4s.com web site.**

(includes the use of other 2D Barcodes like Datamatrix and/or NFC)

**1. Scope of the Terms of Service**

The Terms of Service define the terms under which Tag4S B.V. ("Tag4S") provides services for its QR Code clients ("QR Code clients").

Clients are all persons who access the QR Code Management System/QR Code API to create campaigns,

QR Codes, Tickets or Coupons, reedit them and/or to view and export statistical data.

Tag4S reserves itself the right to update and change the Terms of Service without further notice or acceptance by the clients.

To use the QR Code management system/QR Code API, clients must be at least 16 years old. The Terms of Service are also applicable to the use of the Service on a trial basis.

**2. Description of Service**

QR Code Management System: <http://tag4s.com> ,

Tag4S provides its QR Code clients with a web based Management System or API to create, and reedit Campaigns and/or QR Codes, Coupons and Tickets. QR Codes can be downloaded in different data formats (EPS, PDF, PNG etc.). The API and Management System provide statistical data about the scans of the created QR Codes live. This data is immediately visible on the API or in the Management System and can be exported to Excel.

**3. Contractual obligation on registration**

The client provides Tag4S with all necessary information, especially with a valid email address and/or his mobile phone number. In case of payment by invoice or credit card, this also applies for the address and the credit card details. The client accepts the use of his email address for Tag4S information purposes concerning its service and its terms of service. The client agrees to provide true, accurate, current and complete information about himself.

The client also agrees to maintain and promptly update the data to keep it true, accurate, current and complete by sending an email to Tag4S.

The client agrees to maintain the confidentiality of the password and account and is fully responsible for all activities that occur under his password or account. The client is liable for unauthorized uses of the Tag4S services, as long as it is his failure. If the client knows, that a third party has knowledge of his password, he should immediately change it or - if this is not possible - inform Tag4S by email about it without further delay.

**4. Payment Terms**

By Invoice After the payment by the client, the account on the Management System is opened or the QR Code API becomes fully functional.

The client receives a confirmation after opening up his account. If the payment process can not be closed completely, the account will not be opened. Has the amount been paid during this time period, Tag4S will reopen the account again.

All currency references are in Euros (€) unless other currencies are mentioned. Please note, unless Tag4S gives notice to the contrary, payment for the service is billed on a recurring basis (monthly, quarterly or yearly) and/or buying credits All payments are non-refundable.

By paying on Paypal, Kaywa and the client accept Paypals Terms of Service. By paying with Credit Cards, Kaywa and the client accept the Terms of Service of the Credit Card issuer.

Premium and Enterprise clients may get billed by invoice and the account opened on agreement. If the payment process can not be closed completely within the agreed period of time, the account and the data residing on it will be stored for another 30 days. After these 30 Days, the account will be suspended and all data will be lost.

**5. Roll Over / Termination**

Termination

If the client or Tag4S cancels the service before the end of the term of this/a client, the cancelation will take effect at the end of the paid term only. The paid term is maximum one year. After cancelation, the client will no longer have access to his account and all information contained therein may be deleted

by Tag4S. Tag4S accepts no liability for such deleted information or content.

#### Roll Over

The payment of annually billed accounts is non-refundable. The cancellation for the following year should arrive at least 30 days before the beginning of the next year. The cancellation must happen on the account page of the client or be in written form and arrive at the due date. It lies in the hands of the client to provide Tag4S with this information at the right time. Else the service continues automatically.

Tag4S may immediately terminate the service if the client does not follow the terms of service or if he does something unlawful. The client has to bear all costs which occur during such an instant dismissal. Further, the client agrees that all terminations for cause shall be made in Tag4S sole discretion and that Tag4S shall not be liable to the client or any third-party for any termination of his account, any associated email address, or access to the Service.

### **6. Privacy Policy**

Tag4S takes your privacy seriously. Please read our Privacy Statement for details.

For all information, which is made public by yourself, we exclude any liability.

### **7. Terms of Use**

The client is fully responsible for the content behind and the display of his QR Codes. He refrains from doing anything unlawful and/or not in accordance with the terms of service. All clients commit themselves to follow the ethic and generally accepted rules of the internet community. This includes owning the copyright of pictures, logos or illustrations used by the client to create Design QR Codes. The client is fully responsible for his contents and will bear all costs, if Tag4S has costs due to the contents behind a QR Code or presentation/context of the QR Code of a client. The client has to ensure that his use of the Kaywa QR Code is lawful.

The client accepts to respect all national and international agreements and treaties especially concerning patents, trademarks, trade secrets, copyright, rights of privacy or publicity or any other proprietary rights of any party. The client agrees to never direct a QR Code to or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable. This applies especially to the circulation or linking or offering of pornographic and/or violent materials, incitement to crime of any kind and discrimination of any kind.

Kaywa is not bound to oversee and control the content behind QR Codes of its clients. The following is strictly forbidden on any account:

- \* contents, which harm privacy rights ,
- \* Racist and discriminatory contents,
- \* Contents which include violence,
- \* Incitement to violence,
- \* Pornographic Materials,
- \* Informations and data which harm Copyrights, Trademarks or any other proprietary rights

If Tag4S would gain knowledge of a such a case, Tag4S has the right to immediately terminate the business relationship and to block and/or erase the account. Claims for compensation, as well as other legal measures are reserved.

It is also forbidden to direct a QR Code to transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any telecommunications equipment or computer software or hardware. Tag4S reserves itself the right, to deactivate any account without warning, till the case is resolved.

For contents which need a lot of bandwidth, like for example accounts with legal file downloads, you have to get our approval.

### **8. Contents**

The client assures that he has the full rights of all information, data, text, software, music, sound, photographs, graphics, video, messages, goods, products, services or other materials published on his account. Therefore the client is solely and entirely responsible in any third party claim or demand. The client agrees to indemnify and hold Tag4S harmless from any such claim or demand.

Tag4S does not claim ownership of the content behind the QR Codes from its clients. By submitting content on a Tag4S account, the client grants Tag4S a world-wide, royalty-free, and non-exclusive license to reproduce and publish the QR Codes solely for the purpose of displaying, distributing and promoting your QR Codes on Tag4S's Internet properties.

### **9. Liability**

Tag4S will make reasonable efforts to maintain the service. The use of the accounts is nevertheless at the sole risk of the client.

Tag4S does not warrant that the service will be uninterrupted, timely, secure or error-free. Tag4S is not responsible for any damage which has been caused by third parties (virus, hacking etc.). The information provided by the client as well as the claims by any third party lies only within the responsibility of the client. Tag4S is also not responsible for any other damage (problems occurring during data transmissions, loss of data, customer information or vendor data, etc.).

Tag4S is not liable in case of access or transmission problems occurring with a third party (for example Telecom providers) or due to force majeure, repairs, maintenance or introduction of new technologies. Tag4S could only be made responsible in an act of gross negligence by Tag4S itself. The gross negligence has to be proven by the party which will make the claim. The liability is maximum the price of an account for one year.

Tag4S reserves itself the right to sue for damages all clients which misuse data or use it for a criminal purpose, hack or attack the Tag4S infrastructure. Tag4S reserves itself also the right to sue all clients who disrespect the rules in this terms of service.

#### **10. In case of dysfunctions**

To help our clients, Tag4S created a web based support. You can find it at <http://tag4S.com>.

You need a Tag4S ID to use it which you can open at <http://id.tag4s.com>.

For more general questions, you can send an email to [info@tag4s.com](mailto:info@tag4s.com). Outside of business hours or for serious problems, please call us at:

Europe +31 33 760 10 60

In case of dysfunctions, Tag4S tries to act as quickly as possible. No claims can be made, if the service is temporarily unavailable due to dysfunctions, repairs, introduction or installation of new technologies or similar cases.

If there are special requirements concerning the availability of the service, they have to be arranged in a separate Service Level Agreement (SLA).

#### **11. Invalidity of parts of the terms of service**

Should parts of this terms of service be effectless or be considered void or invalid, other parts should not be touched by this. They remain intact and valid. The void or invalid parts have to be replaced by similar, legally valid terms.

#### **12. Place of jurisdiction**

This terms of service are governed by Dutch law. The place of jurisdiction is Utrecht, Holland. Tag4S has however the right to sue a client at any legal venue.

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