

1. Terms & Conditions

1.1. These general terms and conditions (“GTC”) govern the service (hereinafter: “Service”) provided by

Brandlift Inc.

Registered seat: 5967 W. 3RD STR. # 201., Los Angeles, CA 90036, USA

Tax ID: EIN 90-0813723

Jurisdiction: California

Company registration number: C3453527

E-mail address: hello@brandlift.eu

as service provider (referred to as “Brandlift/”we”).

based on its exclusive worldwide license,

Details of the hosting provider:

GoDaddy Operating Company, LLC.

14455 North Hayden Rd.

Suite 219

Scottsdale, AZ 85260

United States

1.2. This GTC is continuously available and can be downloaded from the following site: <https://picroc.com> (“Website”). We reserve the right to change this GTC at any time at our sole discretion. The modifications to the GTC shall become effective immediately they appear on our Website. Please review the GTC to keep yourself informed on any changes. Your continued use of the Service following the appearance of changes will be considered as your acceptance of the modified GTC. Please only use our Service if you agree with this GTC.

1.3. By choosing the box “I agree to the Terms and conditions” at the end of these GTC you accept the provision of this GTC which creates a contract between you and Brandlift. This document will not be filed, it will only be concluded in electronic form and it does not refer to a code of conduct. This GTC constitute the entire agreement between you and Brandlift with respect to this Service and supersede all other communications, written or oral, with regard to the Service.

1.4. Issues not covered by this GTC shall be governed by the laws of the United States and the State of California to the extent not otherwise governed by mandatory provisions of the relevant laws of the United States.

1.5. If you order the Service from a location outside the State of California, you are solely responsible for compliance with local law insofar as it may be applicable. The Service are available only to persons with the age of capable of forming legally binding contracts.

2. Orders and Service

2.1. In order to send an order, you have to create an own account (“Account”) on our website. You are entitled to terminate this Account any time. You are obliged to provide us with true and accurate data. We shall not be liable for damages resulting from incorrect or false data.

2.2. You are required to maintain the security and confidentiality of the username and password provided to create the Account. We shall not be liable for damages resulting from the failure to comply with this obligation and the possession of your data by an unauthorized third party. You only can place an Order after you have logged in into your Account.

2.3. You shall warrant to us that all information given by you when you make an Order is accurate and not misleading and that you will not use the Service for any illegal purpose.

2.4. The Service enables you to upload your own photographic images and place textual content (together "Images") which we will store digitally in order to provide you with our photo album service ("Service"/"Product"). You are obliged to select, upload and compile the Images into the photo book according to the interface. It is your responsibility to ensure that the uploaded images have the appropriate quality and resolution generally required to produce such products. We are not responsible for the display of obviously poor quality Images uploaded by you.

2.5. You must not upload any content that breaches any applicable law (e.g. contains any pornographic material, or racially offensive or abusive to any religion). Although it is not part of the Service to check the content of any Images provided by you, if any Images or other materials uploaded by you do not comply with the applicable law or with this GTC, we reserve the right to remove them immediately without any liability to you. Please note that we are not responsible for any loss of your Images howsoever caused. Anything you download in connection with the Service is downloaded and used by you at your own risk.

2.6. You must only upload Images in which you own copyright, trademark, privacy or other rights and you guarantee that the uploaded Images do not contain anything which would infringe any copyright, trade mark, design right or other intellectual property right of any third party. Should any third party make any claims against Brandlift on the basis of infringement of such rights (caused as a result of your use of the Service), you will be liable to indemnify Brandlift for any damages and we can terminate the contract with you with immediate effect.

2.7. Please note that any typing or spelling errors entered by you, or missing data or text, incorrect, inappropriate or missing Image or other content which were provided by you, pictures of insufficient quality, configuration errors committed by you or inaccurate, incorrect product selection, erroneous order quantity or other deficiencies resulting from the order entry are excluded from complaints and warranties.

2.8. Please note that you are required to check the Image of the Product in the preview image prior to send us your Order. The Images will be printed in accordance with the preview image and the appearance or the content defects of the texts on your Image shall not be repaired by us.

2.9. By sending an order for the Service ("Order"), you make an offer to order our Service specified in the Order. Sending the Order results in an offer binding on you. You are entitled to revoke your Order until the date of the confirmation by us in accordance with section 2.10 (conclusion of the Contract), in which case you are released from the obligation of the offer.

2.10. We shall confirm the Order to you by e-mail to the email address you have given us during the registration, but no later than within 72 hours from sending it, indicating the most important data of the Order, e.g. the order identification number, the details of the purchased Product and the delivery method requested by you. The e-mail sent by us confirms the receipt of the Order and creates the contract between you and Brandlift regarding the ordered Product.

2.11. If you would not receive a confirmation e-mail from us within 72 hours of sending the Order, you shall be released from the obligation to make an offer and shall be entitled to reclaim the payments already made by you.

2.12. Please check the confirmation of the Order and inform us on any difference in the confirmation to the Order. You are obliged to report it to us within 24 hours.

2.13. By uploading any Images to our website, you grant to us a limited non-exclusive, fully paid up and royalty free license to use, modify, reproduce and distribute such materials solely for the purposes of providing the Product.

2.14. Our Service are only available online through the Website. No personal, on-site ordering is possible.

2.15. Unless you specify otherwise, we will deliver your photobook in the formats provided on the Website and the photos of the photobook on matte or glossy photo paper. Please note that the color of

the downloaded pictures you can see on the Website may do not exactly match the actual appearance of the pictures in the printed photo book.

3. Prices and Payment

3.1. Before ordering the Product, you will need to fill out the details required to complete the order. Payment methods only include payment methods that are available in the selected country and language.

3.2. Please note that by sending the Order, you ordered a Service that requires payment. You must pay in full by credit or debit card or in advance when you submit your Order by email. Payment will be collected at the time of placing the Order. You will receive a confirmation email on your successful payment.

3.3 The price of our Service is the price in force at the date and time of you placing your Order, as set out on this Website, inclusive of the costs of packing and of Sales tax (if the Product is delivered outside the State of California, the price is exclusive of any local sales taxes or customs or import duties, which may apply). The prices of our Service do not include the delivery fees. You will receive information on the delivery fees when you order the Product. You have to pay the price of the Product and any related cost (including the delivery fee) when you give us the Order.

3.4. We reserve the right to change the prices of the Service, which will become effective upon publication on the Website and will not affect the Orders already sent by you before the price change has been entered into force.

3.5. We shall not be liable for damages resulting from technical errors in the website for online payment, or from the lack of coverage of the bank card marked for payment, as well as from incorrect or incomplete data entry by you. We shall not be liable for any additional costs incurred by you due to the electronic payment method chosen by you, in particular, but not exclusively, imposed by your account holding or card issuing bank, which you shall bear in addition to the final amount of the Order.

3.6. All delivered Product remains our property until full payment (including delivery costs) has been effected.

4. Delivery

4.1 The producing time of the Product is 20 working days of the date of our acceptance of your Order. We will inform you by e-mail when we handed over the ordered Product to the shipping company (Courier). The Courier depends on your country, the payment method chosen and the weight of the package. All information about shipping and packet tracking (bill number, estimated arrival time) is included in the notification email.

4.2 We will deliver the Product to the address for delivery given by you at the time you place the Order by Courier. By accepting these GTC, you consent that we give your data (name, delivery address, telephone number, e-mail address) and additional data related to the package required for the delivery of the Product (e.g. note on delivery) to the Courier for delivery.

4.3. You shall ensure that that the Courier can approach the delivery address and you are available at the delivery address in order to receive the Product. If the Product is not delivered in due time due to your fault, the Courier returns the Product to us and you shall pay any additional costs immediately upon our request.

4.4. Please inform us by email if the delivery of your ordered Product does not take place in due time.

5. Cancellation of order and warranty

5.1. You can cancel your order until the order has been confirmed by us (see section 2.10.).

5.2. Cancellation of confirmed Order is not possible as subject of this contract is product manufactured on behalf of consumer's wishes or clearly personalized to the consumer.

5.3. Supplies warranty: In the event of our faulty performance, you may have a warranty claim against us in accordance with the rules of the laws of the United States and the law of State of California, according to which:

- you may request a repair or replacement, unless it is impossible to meet the demand chosen by you or would result in a disproportionate additional cost for us compared to the fulfillment of your other request;

- if you have not requested or could not request the repair or replacement, you may request a proportionate delivery of the consideration (purchase price) or the defect may be repaired or otherwise repaired by you at our expense or, ultimately, from the contract (or its defective part of the performance).

You may transfer from the right of warranty for the supplies of your choice to another, however, the cost of the transfer shall be borne by you, unless it was justified or we gave a reason for it.

Following the receipt of the Product you are obliged to notify us immediately but not later than within two months from the discovery of the defect if the Service's quality or quantity is not in line with the confirmed Order (e.g. damaged or it is in defective condition). After the expiration of the two-year limitation period from the performance of the contract, you may no longer exercise your warranty rights as an independent right. Unless proven otherwise, it shall be presumed that the defect recognized by you already existed at the time of performance within six months after performance, unless this presumption is incompatible with the nature of the thing or the nature of the defect. However, after the expiration of six months from the date of performance, you shall prove that the defect recognized by you already existed at the time of performance.

5.4. Product warranty: In the event of a defect in the Product, you may assert your right defined in point 5.3. or your product warranty claim specified in this section. As a product warranty claim, you may only request the repair or replacement of the defective product.

A Product is defective if it does not meet the quality requirements in force at the time of its sale or if it does not have the features specified in the description provided by us.

You may assert the product warranty claim within two years from the time the Product is placed on the market by us. Upon expiry of this period, you shall lose this right.

You may exercise the product warranty claim only against us. The defect of the product must be proven by you in the event of a product warranty claim.

We are released from our product warranty obligation only if we can prove that we manufactured the Product or placed it to the market outside our business activities, or the defect was not recognizable at the time of placing on the market according to the state of the art or the defect of the Product arises from the application of legislation or a mandatory official regulation. It is sufficient to prove one reason for our exemption.

Related to the same defect, you may not assert supplies warranty claim and a product warranty at the same time, in parallel. However, in the event of effective enforcement of your product warranty claim, you may assert your supplies warranty claim for the replaced product.

5.5. If you make a complaint, we will examine it and respond in writing in 14 days. If your complaint is justified, you shall return the Product to us and if you do so, we will provide a full refund of the price paid by you inclusive of the return postage and packing within 14 days. Please note that we may withhold a refund until we have received the Product back or you have confirmed that you have returned it: the earlier of the two dates must be taken into account.

5.6. Please note that we shall not be liable for damages resulting from the improper or unintended use of the Product and the Service.

5.7. If we are liable to you for any reason, our liability will be limited to the amount paid by you for the Product. The limitations and exclusions in this clause do not affect your non-excludable statutory rights as a consumer and only apply to the extent permitted by law.

6. General provisions

6.1. We handle your personal data and the visitors of the Website in strict compliance with the rules of data protection, in accordance with the provisions of the Privacy Policy. We will use all reasonable endeavours to ensure the security of your Images and your credit or debit card details that we obtained from you when you place an Order.

6.2. If you have any complaints about our Service, please inform us on the following contacts:

Brandlift Inc.

Registered seat: 5967 W. 3RD STR. # 201., Los Angeles, CA 90036, USA

E-mail address: hello@brandlift.eu

Phone number: (323) 544-5395

as service provider

6.4. All content on the Website, in particular all data, descriptions and images concerning the Service are the intellectual property of Brandlift in the form shown on the Website.

6.5. It is considered as written communication form in our legal relationship, the letters sent to our registered office and to your address indicated by you at the time of placing the Order, as well as the e-mail address given by you by the registration and given by us confirming the Order. Notice will be deemed received when an email is received in full (or else on the next business day) or three (3) days after the date of posting.

6.6. If any provision of this GTC shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such provision shall be divisible from the other terms and shall be deemed to be deleted from them.

This GTC is valid from 01.07.2021.