

Terms of Use

These Terms apply between you (or the business by which you are employed or otherwise represent) and **LinkedInk Tattoos Pty Ltd.**

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the LinkedInk Tattoos mobile application (the "Service") operated by LinkedInk Tattoos ("us", "we", or "our").

These Terms apply to all visitors, users and others who wish to access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms, then you do not have permission to access the Service.

The Children's Act 38 of 2005 states that tattooing a minor amounts to maltreatment and, therefore, it is an offence to tattoo anyone under the age of 18. By creating a profile, accessing, browsing and in any way using our Platform and Service, you acknowledge and agree to have read, understood and agreed to the Terms including having read our PRIVACY POLICY and: to be at least 18 years old.

Definitions:

- **"Business Days"**: means any day that is not a Saturday, a Sunday or a public holiday .
- **"Confidential Information"**: information relating to us, the platform or users that is not known to the general public including, but not limited to, any information identifying or unique to specific users; reports, insights, and other information about the services, data derived from the platform except for data (other than user personal data) arising from the sale of services comprising of services sold, prices, sales, volumes and time of the transaction; and technical or operational specifications relating to the services. For the purposes of the below terms, user personal data constitutes confidential information at all times.
- **"Content"**: information posted, uploaded, displayed, shared, transmitted to other users or otherwise made available on the Platform, included but not limited to designs, text, information, images, photos, graphics, audio, video, location data, and all other forms of data or communication, suggestions, ratings, guest reviews, comments, ideas, improvements, feedback or materials provided to us in connection with or related to the Platform, any related technology, Services, etc.
- **"GDPR"**: means the General **Data Protection Regulation (EU) 2016/679.**
- **"Intellectual Property Right"**: any patent, copyright, trademark, domain name, moral right, trade secret right or any other intellectual property right arising under any laws and all ancillary and related rights, including all rights of registration and renewal

and causes of action for violation, misappropriation or infringement of any of the foregoing.

- **“Platform”**: any platform owned, controlled, managed, maintained and/or hosted by Linkedlnk Tattoos on which Services are made available, including but not limited to the website, any of our applications, the Content and infrastructure hereof (including the facilitation of reservation, purchase and payment services) through whatever media or technology.
- **“POPIA”**: means the Protection of Personal Information Act 4 of 2013 and any associated amendment.
- **“Sales Proceeds”**: the gross sales proceeds paid by users via the Platform in the course of any transactions regarding the reservation or purchase of Services, including the purchase price, booking fees, any taxes and customs duties.
- **“Services”**: services that can be ordered, reserved and purchased from the artists, including but not limited to tattoo designs, consultations, tattoo appointments, tattoo designs, skin treatment products and other Tattoo Artist products].
- **“Tattoo Artist” or “you”**: the professional artists providing tattoos or Services as available on the Platform from time to time.
- **“Transaction”**: any sale of Service(s) through the Platform.

2. The Nature of the Platform

Linkedlnk Tattoo provides a Platform on which Tattoo Artists can advertise, market, sell, promote and offer their Services for order, reservation and purchase. The Terms apply to all Services made available on the Platform.

Access to the Platform for the Tattoo Artist may be subject to subscription payments as stipulated in the payment plan and clause 6. Services offered via the Platform is subject to payment (Transaction fee) as stipulated in the payment plan and clause 6.1.

2.1. Changes/Modifications

We may change or modify the Terms at any time with immediate effect (a) for legal, regulatory, fraud and abuse prevention, or security reasons; (b) to change existing features or add additional features to the Services (where this does not materially adversely affect your offering of the Services); or (c) to restrict Services or activities that we deem unsafe, inappropriate, or offensive.

We therefore encourage you to check the Platform regularly to see if there are any changes or modifications to these Terms.

Your continued use of our Platform after the effective date of any change to these Terms in accordance with this clause will constitute your acceptance of that/those change/changes. If any change is unacceptable to you, you agree not to use the Platform and to end the cooperation between you and LinkedInk Tattoos.

2.2 Communications

By creating an Account on our service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

3. The Nature of the Relationship

You and we are independent contractors, and nothing in these Terms will be construed to create a partnership, joint venture, agency, franchise, sales representative, or employment relationship between us and you. LinkedInk Tattoos are neither an auctioneer, nor is it an intermediary between the buyer and you. You will have no authority to make or accept any offers or representations on our behalf. You will not make any statement, whether on your site or otherwise, that would contradict anything in the Terms.

The Term will not create an exclusive relationship between you and LinkedInk Tattoos. Nothing expressed or mentioned in or implied from the Terms is intended or will be construed to give to any person other than the parties hereto any legal or equitable right, remedy, or claim under or in respect to the Terms. The Terms and all of the representations, warranties, covenants, conditions, and provisions of the Terms are intended to be and are for the sole and exclusive benefit of LinkedInk Tattoos, you, and relying users or other Tattoo Artists.

As between you and us, you will be solely responsible for all obligations associated with the use of any third party service or feature that you permit us to use on your behalf, including compliance with any applicable terms of use.

Our Platform does not constitute and should not be regarded as a recommendation or endorsement of the quality, service level, qualification or rating of any Tattoo Artist Services made available, except as explicitly indicated or set out otherwise.

Although we will use reasonable skills and care in providing the Platform, we will not verify if, and cannot guarantee that, all information is accurate, complete or correct, nor can we be held liable for any errors (including manifest and typographical errors), any interruptions (whether due to any (temporary and/or partial) breakdown, repair, upgrade or maintenance

of our Platform or otherwise), inaccurate, misleading or untrue information or non-delivery of information.

The Platform may contain paid content, promotions, advertisement by third parties and links to third party domains. LinkedInk Tattoos are not liable for the safety, accessibility or availability of such external domains or resources.

Any software and updates may be automatically installed/downloaded. Settings may be adjusted on your device's settings, e.g. smartphone, computer, etc.

Signing up to a LinkedInk Tattoos subscription plan does not comprise any technical support regarding how to implement the Platform technically into your business platforms, i.e. you will not be provided with any software or the like as a service support from LinkedInk Tattoos.

4. Information Provided by You

The information disclosed on our Platform is provided by you, who are fully responsible for updating all rates/fees/prices, availability, policies and conditions (e.g. age restrictions, prepayment, cancellation rights) and other relevant information.

The prices as offered by you on our Platform must be displayed including VAT/sales tax and all other taxes (subject to change of such taxes) and fees, unless stated differently on our Platform.

You are solely responsible for providing the user with any and all material information subject to mandatory regulation, including but not limited to consumer affairs, information requirements, cancellation rights, access to complaint, POPIA, GDPR, etc., and to ensure that the information is provided in a timely manner.

5. Accounts

You must create an account and provide certain information about yourself or the business by which you are employed or otherwise represent in order to be able to offer Services on the Platform.

Your information must always be accurate, complete, and current, and you must ensure confidentiality of your login credentials. You may not impersonate someone else, create, claim or use an account for anyone but yourself, provide an email address other than your own, or create fake or multiple accounts.

Your username may not contain:

- the name of another person or entity that is not lawfully available for use,
- a name or trademark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise

offensive, vulgar or obscene.

LinkedInk Tattoos may at any time, without notice, deny creation of an account or deny access to the Platform, including but not limited to violation of the Terms is suspected, or the Tattoo Artist does not meet an artistic level or deliver sufficient quality in their Services as discretionarily defined by LinkedInk Tattoos from time to time.

You are responsible for all activities related to your account. If you believe there is a risk of breach of security or unauthorized use, please immediately contact us at

_____.

5.1. Reviews

Only users who have purchased Services should comment on their purchase and provide a review of the Tattoo Artist. The completed review may be (a) uploaded onto the relevant Tattoo Artist information page on our Platform for the sole purpose of informing (future) users of your opinion of the service (level) and quality of the Tattoo Artist, and (b) (wholly or partly) used and placed by LinkedInk Tattoos and the Tattoo Artist at our sole discretion (e.g. for marketing, promotion, or improvement of our service) on our Platform or on social media platforms, newsletters, special promotions, apps, or other channels owned, hosted, used, or controlled by LinkedInk Tattoos and our Tattoo Artists.

LinkedInk Tattoos allows you to respond to a review. We reserve the right to adjust, refuse, or remove reviews at our sole discretion insofar it violates our review policy. LinkedInk Tattoos do not compensate or otherwise reward a guest for completing a review. The guest review form should be regarded as a survey and does not include any (further commercial) offers, invitations, incentives or whatsoever.

6. Subscriptions

Access to the Platform may be subject to either monthly, quarterly or yearly subscription payments as stipulated in the payment plan. Subscriptions are automatically renewed, until you terminate the subscription.

Payment for the chosen subscription plan will be charged upon approval by you when signing up to the specific subscription plan.

Monthly/quarterly subscriptions will be charged on a rolling basis unless terminated. Yearly subscriptions are charged for a discounted 12 months period when signing up and continuously on a yearly rolling basis if not terminated. LinkedInk Tattoos will forward an invoice for all subscriptions payable under the Terms upon completion of payment.

By terminating the subscription plan, including your account in full or in part, no return of payment, be that monthly, quarterly, or yearly or other fees, will be returned unless LinkedInk Tattoos are deemed liable as stipulated in clause 10.

If you pay LinkedInk Tattoos directly

The chosen payment method will be continuously billed monthly/ quarterly/yearly (depending on the payment plan) at the price you agreed to when initially subscribing to LinkedInk Tattoos.

Your payment card information is not stored by LinkedInk Tattoos, but by the provider of the chosen payment solution on your behalf such as credit card providers, PayFast, app platforms or other payment methods, and subsequently used for the automatic payments/renewals in accordance with these Terms on your behalf. Always consult your chosen payment solution on how they process your personal information.

Subscriptions are automatically renewed, until you terminate the subscription even if you have otherwise deleted your LinkedInk Tattoos account or the app.

In-app purchases

Subscriptions may also be offered as in-app purchases, through iTunes, Google Play, carrier billing, or other payment platforms authorised by LinkedInk Tattoos.

The chosen payment method will be continuously billed monthly/ quarterly/yearly (depending on the payment plan) in advance according to the terms of the applicable payment provider or third party account such as iTunes and Google Play.

Subscriptions are automatically renewed, until you terminate the subscription in accordance with the third party account and follow instructions to terminate your subscription, even if you have otherwise deleted your LinkedInk Tattoos account or the app.

Objections to payments, should be directed to the relevant third party such as iTunes, Google Play, etc. You may also object by contacting your bank or payment provider, who can provide further information on your rights as well as applicable time limits.

6.1. Transaction fees

Services offered via the Platform are subject to payment (Transaction fee) as stipulated in the payment plan.

Any Transaction fee will be set off against the Sales Proceeds when a user purchases Services from you on the Platform. More specifically, the fee will be automatically transferred to LinkedInk Tattoos before release of the remaining amount will be transferred to you.

If the user cancels the reservation, does not show up at the agreed time (no-show), makes complaints relating to the Services delivered by you or otherwise makes claims of not having to pay, the Transaction fee will still have to be paid by you; and LinkedInk Tattoos will not be obliged to refund the fee to the user or to you.

7. Reservations and User Payment

LinkedInk Tattoos are neither liable nor responsible for the conduct of any user on or off the Platform. Moreover, LinkedInk Tattoos does not conduct (criminal) background checks, etc.

Prior to the reservation/purchase, you accept to provide information to comply with mandatory legislation and to provide other relevant information, e.g. cancellation and no-show policy, down or prepayments, age restrictions, any additional costs that may apply to the reservation, the fine print, and the relevant house rules. The information must be provided in accordance with mandatory regulation and be provided clearly on the Platform, on the Tattoo Artist information pages, during the reservation/purchase flow, and in the confirmation email.

You are solely responsible for meeting any mandatory requirement applicable for the reservation/purchase. Further, your relevant (delivery/purchase) terms must be provided in accordance with mandatory regulation and must reflect the terms.

7.1. Reservations

By accepting a reservation, you agree to LinkedInk Tattoos providing the user with (i) an email which we may send to the user shortly prior to the appointment with the you, giving practical information (including third party offers to the extent that the user has actively opted in for this information separately) relevant to the reservation, and (ii) an email after the Service has been rendered to rate the experience with the you.

LinkedInk Tattoos cannot guarantee that any request or communication will be (duly and timely) received/read by, complied with, executed or accepted by the user.

We are not responsible or liable for (and have no obligation to verify) any wrong or misspelled email address or inaccurate or wrong (mobile) phone number or credit card number of the user.

7.2. Payments

When a user makes a reservation/purchases a Service made available through the Platform, the user may be asked to supply certain information relevant to the purchase including, without limitation, age, credit card number, the expiration date of the credit card,

billing address, and, if relevant, any shipping information. LinkedInk Tattoos is not liable for the accuracy of this information.

The terms of the payment will be based on the payment method chosen by the user and may be determined by agreements between the user and his/her financial institution, credit card issuer or other third party payment provider. Once the payment is finalised, you must send a receipt to the user.

We reserve the right to refuse or cancel the user's order at any time for certain reasons, including but not limited to Services' availability, erroneous information, or if fraud or unauthorized, illegal Transaction is suspected. LinkedInk Tattoos cannot be held liable or responsible for any (authorized, (allegedly) unauthorized or wrong) charge by you including for pre-paid services, no-show and chargeable cancellation.

Reservations: Upon making a reservation, the amount to be paid to you will be charged by LinkedInk Tattoos on your behalf on the user's credit/debit card or through a third party payment processor made available on the Platform. The payment will be released to you at the time of delivery of the Service(s).

8. Rights Granted to LinkedInk Tattoos

You grant LinkedInk Tattoos a non-exclusive, worldwide, irrevocable, unconditional transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify and distribute any Content on the Platform, however always subject to mandatory regulation, e.g. POPIA, GDPR, and IP-rights.

In terms of legal obligations, system protection, safety of our users, Tattoo Artists, integrity and operation of the Platform, etc., we may access and disclose any information we consider necessary or appropriate, including but not limited to account information, IP addresses, traffic information, usage history and Content.

You accept full legal and moral responsibility of any and all legal claims that are made by any third parties) due to LinkedInk Tattoos publishing and using your Content.

LinkedInk Tattoos does not own or endorse the Content that is uploaded. The truthfulness, validity and right to use of all Content is assumed by the person who uploaded it and is not the responsibility of LinkedInk Tattoos. LinkedInk Tattoos disclaim all responsibility and liability for the Content. The person who uploads the Content warrants that it does not contain any viruses, Trojan horses or infected files and do not contain any pornographic, illegal, obscene, insulting, objectionable or inappropriate material and do not infringe any third party (Intellectual Property Right, copyright or privacy) rights. Any Content that does not meet the aforesaid criteria will not be posted and/or can be removed/deleted by LinkedInk Tattoos at any time and without prior notice.

9. Intellectual Property Rights and Restrictions of Use

Unless stated otherwise, the software required for, available at or used by our Platform and the Intellectual Property Rights (including the copyrights) of Content and information of and material on our Platform are owned by LinkedInk Tattoos, and the Tattoo Artist with relevant title and claim.

LinkedInk Tattoos exclusively retains ownership of all rights, title and interest in and to all Intellectual Property Rights of the look and feel including infrastructure of the Platform, including the guest reviews and translated Content.

Content, information about and material on our Platform is not owned by you. You are not allowed to:

- re-sell, hyper/deep-link, use, copy, publish, modify, translate, decompile, reverse engineer, decipher, transmit, create any derivative works from, make use of, use as meta tags, reproduce in any way, promote, market, integrate, utilize, combine, monitor (e.g. spider, scrape), use data mining, frame, mirror, display, download, reproduce, or otherwise use the Content, including but not limited to any pictures, images, copyrighted material, trademarks and names, service marks, or other intellectual property, proprietary information or any other content or information, software, without LinkedInk Tattoos's prior written consent;
- use or develop applications that interact with the Platform, without LinkedInk Tattoos's prior written consent or;
- use, store, upload viruses or other malicious ware or compromise the security of the Platform or promote behavior in violation of the Terms.

Any unlawful use or any of the actions or behaviour listed above will constitute a material infringement of our Intellectual Property Rights (including copyright and data protection rights).

10. Indemnification

You will defend, indemnify, and hold harmless LinkedInk Tattoos, and our officers, directors, employees, and agents, against any third party claim, loss, damage, settlement, cost, expense, or other liability (including, without limitation, attorneys' fees) from or related to (a) your non-compliance with applicable laws; (b) your Services, including the offer, sale, fulfilment, refund, cancellation, return, or adjustments thereof, and any personal injury, death (to the extent the injury or death is not caused by LinkedInk Tattoos), or property damage related thereto; (c) your taxes and duties or the collection, payment, or failure to collect or pay your taxes or duties, or the failure to meet tax registration obligations or

duties; or (d) actual or, based on specific indications, alleged breach of any representations you have made.

LinkedIn Tattoos's indemnification obligations: LinkedIn Tattoos will defend, indemnify, and hold harmless you and your officers, directors, employees, and agents against any third party claim arising from or related to: (a) LinkedIn Tattoos's non-compliance with applicable laws; or (b) allegations that the operation of the Platform infringes or misappropriation that third party's Intellectual Property Rights.

No party may consent to the entry of any judgment or enter into any settlement of an indemnified claim without the prior written consent of the other party, which may not be unreasonably withheld; except that a party may settle any claim that is exclusively directed at and exclusively affects that party.

11. Limitation of Liability

Both parties are only liable for damages suffered as a result of wilful misconduct or gross negligence. In case of minor negligence, the parties are only liable for (a) injury to life, body, or health; or (b) foreseeable typically occurring damages resulting from the breach of a fundamental contractual obligation.

The Tattoo Artist shall obtain and maintain, at its own expense, from a qualified and licensed insurance carrier professional indemnity insurance and public and product liability insurance with coverage relevant for the Services offered by the Tattoo Artist. The Tattoo Artist shall provide insurance details on request by LinkedIn Tattoos.

12. Unlawful Content

Any unlawful Content that may exploit or otherwise harm minors; or may violate or advocate the contravention of any law or regulation is prohibited.

In general, all artistic images depicting nudity and sexuality are allowed without censorship. However, images depicting implied actions that have the potential to normalize violence such as non-consensual or violent sex acts, including rape, are not allowed at any time. Images depicting fetish content that involves acts that are likely to lead to the death of a person or animal such as: dismemberment, cannibalism, or bestiality are also not allowed. Real female nipples must be censored unless in the context of breastfeeding, birth giving and after-birth moments, health-related situations (for example, post-mastectomy, breast cancer awareness or gender confirmation surgery) or an act of protest.

LinkedIn Tattoos does not allow objectionable content that includes defamatory commentary, imagery and/or hate speech about religion, gender, race or any other targeted

groups. Imagery that is racist, sexist, homophobic, transphobic, or engages in other forms of discrimination will not be tolerated and will immediately be removed. LinkedInk Tattoos reserves the right to restrict users who create, upload, or request imagery or tattoos of this kind.

It is not possible for us to monitor all Content, designs or Services listed for sale, each customer review or comment that is displayed, etc. Therefore, we operate on a “notice and action” basis.

You understand and agree that we may monitor Content and delete – in whole or in part – Content that in our sole judgment violates the Terms or may harm the reputation of the Platform. If you become aware of such Content, please let us know immediately.

Important Warning: giving false, misleading or inaccurate information to LinkedInk Tattoos on the Platform may result in civil and criminal liability.

13. Termination

You can terminate your subscription at any time before the end of the current period, regardless of the subscription being subject to a monthly, quarterly or yearly payment. After termination, you will have access to the subscription until the end of your then-current subscription term.

To terminate the subscription in terms of this clause, you must contact LinkedInk Tattoos directly at _____.

In-app: You must terminate the subscription in accordance with the third party account (e.g. iTunes or Google Play) and follow their instructions to terminate your subscription, even if you have otherwise deleted your LinkedInk Tattoos account or the app.

Deleting your LinkedInk Tattoos account or deleting the app, does not constitute termination of your subscription. LinkedInk Tattoos will continue to charge subscription payments until the subscription has been duly terminated as described above.

LinkedInk Tattoos may terminate the subscription, including your account - fully or partly - for convenience by giving a written notice of 30 days.

LinkedInk Tattoos shall also be entitled to immediately terminate the subscription, including your account - fully or partly - if you commit any material breach of the Terms and fail to remedy that breach by written notice within ten (10) Business Days. This ten Business Day period only applies where a breach may be remedied; if this is not the case, or if you do not comply with applicable regulation, the subscription, including your account, may be terminated immediately by written notice.

Clauses 7, 8 and 9 - 19 will still apply after termination.

14. Disclaimer

Subject to the limitations set out in the Terms and to the extent permitted by law, the Platform is provided on an “as is” and “as available” basis and to the extent permitted by applicable law, grants no warranties of any kind, whether express, implied, statutory or otherwise with respect to the Platform (including but not limited to all Services and Content), including, without limitation, any implied warranties of satisfactory quality, merchantability, fitness for a particular purpose or non-infringement.

LinkedInk Tattoos does not represent or warrant that (a) the Platform will be uninterrupted or error free, (b) any defects or errors in the service will be corrected, or (c) that any content or information you obtain on or through the Platform will be accurate. LinkedInk Tattoos have no responsibility for any Content and any material downloaded or otherwise obtained through the Platform; hence any Content is accessed at your own discretion and risk.

To the fullest extent permitted by applicable law, in no event will LinkedInk Tattoos, our officers, directors, employees, representatives, subsidiaries, Tattoo Artistd companies, its Tattoo Artists, distributors, licensors, licensees, agents, service providers or others involved in creating, sponsoring, promoting, or otherwise making available the Platform, be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including, without limitation, loss of profits, whether incurred directly or indirectly, or any loss of data, use, goodwill, production, profit, revenue or other intangible losses, resulting from: (i) your access to or use of or inability to access or use the Platform, (ii) the conduct or Content of users or third parties on, though, or following use of the Platform; or (iii) unauthorized access, use or alteration of your Content, even if LinkedInk Tattoos have been advised of the possibility of such damages.

LinkedInk Tattoos are not responsible (and disclaim any liability) for the use, validity, quality, suitability, fitness and due disclosure of the Platform or Services and makes no representations, warranties or conditions of any kind in this respect, whether implied, statutory or otherwise, including any implied warranties of merchantability, title, non-infringement or fitness for a particular purpose.

The relevant Tattoo Artist is fully responsible and assumes all responsibility and liability in respect of the Services (including any warranties and representations made by the Tattoo Artist). LinkedInk Tattoos are not a (re)seller of the Services. Complaints or claims in respect of the Services (including related to the offered (special/promotion) price, policy or specific requests made by the user) are to be dealt with directly by you. LinkedInk Tattoos are not responsible for and disclaim any liability in respect of such complaints, claims and (Service) liabilities.

Whether or not the Service has been charged, or if LinkedInk Tattoos are facilitating the payment of the price or fee for the Service, the user agrees and acknowledges that the Tattoo Artist is at all times responsible for the collection, withholding, remittance and payment of the applicable taxes due on the total amount of the price or fee to the relevant tax authorities.

LinkedInk Tattoos are not liable or responsible for the remittance, collection, withholding or payment of the relevant taxes due on the price or fee to the relevant tax authorities. LinkedInk Tattoos do not act as the merchant of record for any Service made available on the Platform.

15. Tax

By using the Platform, you agree to comply with any applicable tax laws and fulfil all obligations to the tax authorities in a timely and complete manner.

As between the parties, you will be responsible for the collection and payment of any and all of your taxes together with the filing of all relevant returns, such as VAT returns and issuing of VAT invoices/credit memos where required.

LinkedInk Tattoos are not responsible for collecting, remitting or reporting any VAT or other taxes arising from sales etc. on the Platform. Unless stated otherwise, any and all fees payable by you pursuant to the Terms are exclusive of all value added, sales, use and similar taxes, and you will pay any taxes that are imposed and payable on such amounts. If we are required by law or by administration thereof to collect any value added, sales, use or similar taxes from you, you will pay such taxes to us.

If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

16. Privacy and Confidentiality

LinkedInk Tattoos respects your privacy. Please have a look at our [PRIVACY POLICY](#) for further information.

During the course of your subscription, you may receive Confidential Information. You agree that during the applicability of the Terms and 5 years after termination: (a) all Confidential Information will remain LinkedInk Tattoos's exclusive property except for the

user's personal data owned by the respective user; (b) you and your Tattoo Artists will use Confidential Information only as is reasonably necessary for your use of the Platform; (c) you will not, and will cause your Tattoo Artists not to, directly or indirectly (including through a third party) otherwise disclose Confidential Information to any individual, company, or other third party except as required to comply with the law; and (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in the Terms; and (e) you will retain Confidential Information only for so long as its use is necessary for the use of the Platform or to fulfill your statutory obligations (e.g. tax) and in all cases will delete such information upon termination or as soon as no longer required for the fulfilment of statutory obligations.

The foregoing sentence does not restrict your right to share Confidential Information with a governmental entity that has jurisdiction over you, provided that you limit the disclosure to the minimum necessary and explicitly indicate the confidential nature of the shared information to the governmental entity. You may not issue any press release related to the Platform, or use our name, trademarks or logo in any way (including in promotional material) without our advance written permission or misrepresent or embellish the relationship between us in any way.

Use of the personal data transferred to you may only be used for the purpose to fulfill orders and providing the agreed upon services to users. If you use the personal data for other purposes, it is your responsibility to ensure sufficient legal bases as laid out by applicable law. You must keep personal data confidential at all time (the above 5 years' term limit does not apply to personal data).

17. Complaints

Any claims or complaints by users against you, your Services (including related to the offered (special/promotion) price, policy or specific requests made by the user) are to be dealt with by you. LinkedInk Tattoos are not responsible for and disclaims any liability in respect of such complaints, claims and (Service) liabilities.

18. Transfer of Rights

The Terms are personal to you as an Tattoo Artist. You may not assign, novate, or otherwise dispose of the Terms to any third party, including as a result of a change of control in Tattoo Artist, via operation of law, or otherwise, without the prior consent in writing of LinkedInk Tattoos.

19. Miscellaneous

LinkedInk Tattoos retain the right to immediately halt any Transaction, prevent or restrict access to the Platform or take any other action to restrict access to or availability of any inaccurate listing, any inappropriately categorized items, any unlawful items, or any items otherwise prohibited by legislation, the Terms, etc.

The Terms represent the entire agreement between the parties with respect to the Services and related subject matter described herein and supersede any previous or contemporaneous oral or written agreements and understandings.

20. Applicable Law and Jurisdiction

The Terms and the provision of our services shall be governed by and construed in accordance with South African law.

If any provision of the Terms is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such an event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of the Terms.