

# Additional Agreements for Premium Membership

## General

The following agreements govern the contractual relationship between sprd.net AG, represented by its Executive Board: Philip Rooke (CEO), Matthias C. Spiess and Tobias Schaugg, of Gießstraße 27, 04229 Leipzig, Germany (listed in the Commercial Register at the Local Court of Leipzig under number HRB 22478), hereafter referred to as "Spreadshirt", and the contractual partner (hereinafter referred to as the "Premium User") with regard to the purchase of so-called "Premium Membership" within the scope of Spreadshirt's online products.

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## § 1 Premium Membership

The premium user purchases a premium membership. Spreadshirt's service in return for premium membership and other mutual rights and obligations arising from the premium membership are the result of the following conditions. In particular, a premium user is granted additional functions for the Spreadshirt shops in his user account and can operate Spreadshirt designers (see below articles 4 and 5 "premium functions" and "Spreadshirt designer").

## § 2 Validity of the Shop Owner General Terms and Conditions

The validity of the Shop Owner Terms and Conditions is not affected by the conclusion of a premium membership.

## § 3 Formation of a Premium Membership

(1) The "offer" on the website to order a premium membership is a non-binding invitation to the premium user to conclude such an agreement.

(2) By filling in and sending off the order form within the scope of Spreadshirt, the Premium User makes a binding offer for the conclusion of a Premium Membership. Before finally sending off the order form, the customer has the opportunity to check that his/her details are right and if necessary to correct them on a summary page. The following languages are currently available for the ordering process: German, English, French, Spanish, Dutch, Italian, Norwegian, Swedish, Danish, Polish, Finnish.

(3) In reply, Spreadshirt sends a confirmation of order via e-mail to the premium user. The confirmation of the order is no acceptance of the offer but it should only inform the premium user that his order has been received by Spreadshirt.

(4) The agreement only materialises when Spreadshirt activates the Premium functions or tells the Premium User in an e-mail that his offer has been accepted. The details of the order can also be viewed online in the user profile under "Orders" on [www.spreadshirt.net](http://www.spreadshirt.net).

## § 4 Premium Functions

(1) Shops of premium users can be presented in up to 11 different languages with the help of the language menu. The following languages are available at the moment: German, English, French, Spanish, Dutch, Italian, Norwegian, Swedish, Danish, Polish and Finnish.

(2) The premium user decides whether to allow discounts to end customers of their shop when orders exceed a certain value. The accretion of discount is predetermined by Spreadshirt. If the premium user has several shops, then the discount is only valid for the chosen shop of the premium user. In order to guarantee legal admissibility, in particular with respect to the provisions of competition and consumer protection law, the premium user has to exclusively adhere to the technical specifications of Spreadshirt.

(3) The premium user can upload up to 50 vector or pixel graphics per day onto the Spreadshirt server and use them for their shop.

(3) Several shops of the premium user can be administered via a single user account or, as the case may be, via one login.

(4) Spreadshirt invoices and delivery notes, which are addressed to Spreadshirt customers of a premium user, can be individualized by a premium user logo. Spreadshirt is only mentioned on the invoices and delivery notes as executive contracting party.

(5) The premium user can declare individual products as special offers when the old product price is displayed as "crossed out". In order to guarantee legal admissibility, in particular with respect to the provisions of competition and consumer protection law, the premium user has to exclusively adhere to the technical specifications of Spreadshirt.

## § 5 Spreadshirt Designer

(1) The premium user can set up and operate up to five Spreadshirt designers (hereafter referred to as "designer"). Designers are Spreadshirt shops of the premium user which are presented in a particular way. The end customer can, by means of the designer, create product types with designs and text personalization in accordance with the technical specifications. For the design and functions of the designer the following paragraphs are valid:

(2) It is not possible to preserve already created products when converting a regular shop into a designer.

(3) The premium user can decide whether the shopping cart and/or the free style box should be shown as elements of the designer. An individual graphic can be embedded into the designer by means of the free style box in accordance with the technical specifications. Any further, in particular graphic, design of the shopping cart and the free style box is not possible.

(4) The premium user can choose color, font and designer name. Any further, in particular graphic, adjustments of the designer are not possible.

(5) The end customer prices of Spreadshirt are valid for products which are ordered via a designer. When orders are placed at their designer, the premium user receives a 20 % commission on the net end customer price of the shopping cart content less the design commissions and shipping costs. The premium user cannot determine individual commissions for the products.

(6) The premium user can adopt the Spreadshirt design categories in their designer. They cannot select individual Spreadshirt design categories. If the premium user embeds designs of his own into the designer, these will then appear in an "own design" category of the premium user in each of their designers. The premium user decides if end customers can upload their design to the designer.

(7) In addition, the creation of own design and product categories as well as an individual selection of product categories or types for the designer are not possible.

(8) Premium users can determine a start product for each one of their designers.

(9) The possibilities of the premium user according to § 4 paragraphs (1) – (4) are valid for the corresponding designer.

## **§ 6 Embedding of the Spreadshirt Designer by the Premium User**

The premium user can publish the Spreadshirt designer offered by Spreadshirt on their website; however, there is no obligation to do so. It is published via an electronic reference ("link") provided by Spreadshirt, which the premium user embeds in their website. If it is published, the premium user is committed to include the link generated by Spreadshirt without any changes on their website. In particular, the premium user is not permitted to carry out changes which affect the publication of the general terms and conditions for end customers.

## **§ 7 Costs/Payment**

(1) The cost of Premium Membership depends on the duration of the contract, which is selected by the Premium User within the ordering process in accordance with § 3. The cost will be displayed to the Premium User before he/she places his/her order. The costs can be called up on [www.spreadshirt.net](http://www.spreadshirt.net).

(2) Payment will be carried out according to the premium user's choice of either direct debit, credit card, advance payment or other offered payment methods.

(3) In the case of the payment method chosen by the premium user being non-realizable despite contractual execution on the part of Spreadshirt, in particular if it is the case that a direct debit from the premium user's account is not possible due to a lack of funds or provision of wrong information, then the premium user shall reimburse any additional costs incurred by Spreadshirt or the third party which carried out the transaction.

(4) Spreadshirt is entitled to make use of trustworthy third parties for the handling of payments: a) If it comes to a default in payment on part of the premium user, Spreadshirt is allowed to assign its claims to a debt collection agency and transfer the personal data required for the handling of payments to these third parties. b) In the case of intervention of third parties in the payment transaction then payment in relation to Spreadshirt only counts as made if the amount has been provided contractually to the third party, so that the third party can dispose of it as it sees fit.

## § 8 Duration of Contract/Cancelation

(1) The premium membership according to the choice of the premium user has been made for a period corresponding to § 7 paragraph (1) and ends automatically with the expiry of this period. A prolongation of this agreement is possible according to § 3.

(2) During the duration of contract both parties waive the right to a termination with notice. A mutual right to the extraordinary notice of cancelation is not affected hereby.

## § 9 Guarantee

(1) For poor services the statutory provisions are effective.

(2) Data communication via the internet, considering the current state of the technology, cannot be guaranteed as being flawless and/or available at any time. Thus, Spreadshirt shall not be liable for the continuous and uninterrupted availability of the online offer.

## § 10 Instructions concerning the right of cancellation in accordance with Section 312d in the German Civil Code for consumers, as defined by Section 13 in the German Civil Code

**You have the right to cancel your contractual declaration within 14 days, without stating reasons, in writing (e.g. by letter, fax, e-mail). The cancellation period will commence upon receipt of this notification in writing, but not before the conclusion of the contract, the fulfilment of our information obligations in accordance with Article 246, Section 2 EGBGB, in conjunction with Section 1, Paragraphs 1 and 2, in the Introductory Law to the Civil Code, and the fulfilment of our obligations in accordance with Section 312g, Paragraph 1, Clause 1, in the German Civil Code, in conjunction with Article 246, Section 3 in the Introductory Law to the Civil Code. Timely sending of the cancellation will suffice to meet the cancellation deadline. Any notice of cancellation should be sent to:**

**sprd.net AG Gießereistraße 27 04229 Leipzig Germany**

or by fax to: +49 - (0)341 / 59400 - 5499

or by e-mail to: [service@spreadshirt.net](mailto:service@spreadshirt.net)

**In the event of an effective cancellation, the services received by both parties will be refunded and, if applicable, any resulting benefits enjoyed (e.g. interest) will be returned. Should you not be able to refund the received service and/or the associated benefits (benefits from usage), or be able to refund them only in deteriorated condition, you are required to offer a compensation of equal value. This may result in you nevertheless having to satisfy the contractual payment obligations for the period up until the cancellation. Obligations to reimburse payments must be satisfied within 30 days. The time period will commence for you when you send your declaration of cancellation, whereas for us it will begin when we receive the declaration.**

**Your right of cancellation will lapse prematurely if the agreement is fulfilled by both parties, at your express wish, before you have exercised your right of cancellation.**

## **§ 11 Liability and Release**

(1) The premium user obligates themselves to not violate any third party rights and to respect the valid laws when designing their premium user shop. The offers in their premium user shop have to be legal in particular with respect to the provisions of the competition and consumer protection laws (e.g. disclosure regulation). If not, they can be held liable. Regarding this, the premium user also obligates themselves to exclusively adhere to Spreadshirt's technical specifications.

(2) The premium user is liable towards Spreadshirt for all damages suffered by Spreadshirt resulting from the use of the Spreadshirt designer by the premium user when this violates third party rights and/or infringes upon other statutory regulations.

(3) This liability of the premium user includes all costs incurred by Spreadshirt in the form of legal costs as well as any costs and compensation payment which a court may award against Spreadshirt or in so far as Spreadshirt is included in any settlement. The premium user obligates himself to release Spreadshirt of all aforementioned costs and damage claims. In that case, Spreadshirt is entitled to receive an advance payment from the premium user to the amount of the estimated defense costs.

(4) A liability of Spreadshirt towards the premium user, no matter what the legal grounds, in particular – but not finally – according to §§ 280 et seq. of the German Civil Code, 323 et seq. of the German Civil Code or due to unlawful acts according to § 823 et seq. of the German Civil Code, is defined as follows: Spreadshirt is liable provided that the premium user asserts claims which are based on malice, intent, gross negligence or the breach of contractual duty on the part of Spreadshirt, its executive employees or agents. However, Spreadshirt cannot be held liable in cases of mild negligence.

(5) If the premium user is an entrepreneur, i.e. a natural or legal person, or an incorporated partnership who/which in conclusion of a legal transaction acts in exercise of their commercial or freelance professional occupation, then the following is valid: As far as Spreadshirt has been accused of negligent behavior, liability is limited to the foreseeable, typically occurring damage.

(6) Further liability of Spreadshirt due to personal damage or according to the German Product Liability Act remains unaffected.

## § 12 Modification of Conditions

(1) Modifications of this agreement need to be in writing. Spreadshirt will publish possible modifications of this agreement on its website [www.spreadshirt.net](http://www.spreadshirt.net), and inform the premium user via e-mail. As far as a premium user continues to provide designs for usage after such notice then the modifications are considered as tacitly approved.

(2) According to these general terms and conditions, a written form is a declaration by facsimile, letter and e-mail. If such a declaration shall be addressed to Spreadshirt via e-mail, please send it to [service@spreadshirt.net](mailto:service@spreadshirt.net).

(3) To clarify, it is agreed that such a change affects neither other rights and duties articulated in this agreement, nor does it affect agreed fee tables for running periods to the disadvantage of the premium user.

(4) If the premium user does not agree with a modification made, a cancellation without notice is possible at any time. In such case, the payments already made too much for the premium membership will be reimbursed.

## § 13 Place of Jurisdiction – Place of Fulfillment – Choice of Law

(1) Place of fulfillment for all services is the place of business of Spreadshirt in Leipzig.

(2) As far as the premium user is a merchant according to the Commercial Code of Germany (HGB), a legal entity under public law or special fund under public law, then Leipzig is the place of general jurisdiction. In such case, Spreadshirt is also entitled to sue the premium user according to the opinion of Spreadshirt at their resident court. The same applies if the premium user does not have his place of general jurisdiction in Germany, relocates his place of residence or habitual residence abroad after conclusion of the agreement, or his place of residence or habitual residence is unknown at the time of filing of an action.

(3) Pursuant to this agreement, the agreement is exclusively subject to the law of the Federal Republic of Germany. Recourse to the UN Convention on Contracts for the International Sale of Goods is excluded. As far as the premium user is a consumer in terms of § 13 of the German Civil Code and is generally not resident in Germany, the mandatory regulations of this country remain unaffected.

(4) If individual provisions of these agreements are ineffective or oppose the statutory regulations, the rest of the agreement remains unaffected.

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