

TERMS OF SERVICE FOR SKETCH CLOUD

Please read and agree to the below Terms and the Bohemian Policies before registering at the Website in order to use the Sketch Cloud (all as defined in clause 1.1 below).

By checking the acceptance box when registering at the Website You accept, both as an individual and on behalf of the company or other legal entity You represent, without reservation, to be bound by all terms and conditions in these Terms and in the Bohemian Policies. If You do not agree with the terms and conditions in these Terms and in the Bohemian Policies, please do not check the acceptance box and do not register at the Website in order to access the Website and use the Services.

If You accept the terms and conditions in these Terms and the Bohemian Policies on behalf of a company or other legal entity, You warrant (*garandeert*) that You have full legal authority to accept the terms and conditions in these Terms and in the Bohemian Policies on behalf of such company or other legal entity, and to legally bind such company or other legal entity.

You may not accept these Terms and register at the Website if You are not of legal age to form a binding contract with Bohemian.

1. DEFINITIONS

1.1. In these Terms, the expressions below shall have the meaning assigned to them in this clause, unless the context requires otherwise:

“Bohemian”	Bohemian B.V, with its registered office at Marconistraat 20, 2562 JD the Hague, the Netherlands;
“Bohemian Materials”	the Website, Sketch and Sketch Cloud;
“Bohemian Policies”	the policies of Bohemian as made available on the Website and amended from time to time, including but not limited to the Privacy Statement;
“Content”	any content, graphic, design, document or material created through Sketch;
“You”	you, the final and ultimate user of the Sketch Cloud or the authorized representative of a company or other legal entity that will be the final and ultimate user of Sketch Cloud, and the company or other legal entity that will be the final and ultimate user of Sketch Cloud, if applicable;

“Link”	Any unique hyperlink to a personal webpage on which Your Content is published as automatically generated by Bohemian;
“Sketch”	Bohemian’s application Sketch;
“Sketch Cloud”	the cloud-based services and any relevant (user) documentation and other materials, including updates thereof, relating to Sketch as made available by Bohemian through the Website;
“Terms”	Terms of Service for Sketch Cloud, as amended from time to time;
“Website”	the website for Sketch Cloud: http://www.sketch.cloud .

2. GENERAL

- 2.1. By checking the acceptance box when registering at the Website You enter into an agreement with Bohemian for the use of the Website and Sketch Cloud as well as accept the applicability and the contents of the Bohemian Policies.
- 2.2. You acknowledge that these Terms may be modified from time to time. Such modifications will be effective upon posting on the Website or otherwise notifying You, e.g. by using the email address used for Your registration. If You do not agree with modifications to these Terms, You can terminate these Terms in accordance with clause 14.2.
- 2.3. In the event any provision of these Terms is found by a competent court to be invalid, unlawful or unenforceable, then such part will be severed from the remainder of these Terms which will continue to be valid and enforceable to the full extent permitted by law. As for the provision that has been found to be invalid, unlawful or unenforceable, Bohemian and You shall enter into negotiations to agree upon a new provision replacing such invalid, unlawful or unenforceable provision, whereby the purpose and the meaning of the original provision shall be applied to the extent possible.
- 2.4. These Terms set forth the entire agreement and understanding between Bohemian and You with respect to the subject matter hereof. Your terms and conditions of whatever kind shall not apply, not even in addition to these Terms.

3. ACCOUNT

- 3.1. Before accessing Sketch Cloud, You must sign-up to the Website using Your name and email. By signing-up, You warrant (*garandeert*) that the sign-up details used by You are accurate and up-to-date.

- 3.2. You are responsible for safeguarding Your password for Your account for Sketch Cloud and for any activities and actions taking place under Your password. You are prohibited to share Your password with any third party.
- 3.3. You shall notify Bohemian immediately of any breach of security or unauthorized use of Your account that You become aware of.
- 3.4. All activities that occur under Your account for Sketch Cloud are Your sole responsibility.
- 3.5. If You have accepted the terms and conditions in these Terms and the Bohemian Policies on behalf of a company or other legal entity, You are prohibited to use the account of Sketch Cloud after You have ceased working for such company or other legal entity.

4. RESTRICTIONS AND CONDITIONS

- 4.1. Bohemian hereby grants You the right to access and use the Website and Sketch Cloud, provided that You shall at all times comply with these Terms and the Bohemian Policies and shall not use the Website and Sketch Cloud in violation of application laws or regulations.
- 4.2. You shall not do any of the following while using Sketch Cloud or the Website:
 - i) use Sketch Cloud for uploading and sharing any other content than the Content;
 - ii) use Sketch Cloud or the Website for unlawful purposes or the promotion of illegal activities;
 - iii) use Sketch Cloud or the Website in a way that could be detrimental to the reputation of Bohemian;
 - iv) upload or share any Content that infringe intellectual property rights, including copyrights, of third parties;
 - v) imply or suggest that the Content is created or endorsed by Bohemian or Bohemian's licensors;
 - vi) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures, including measures that prevent or restrict use or copying of the Content or enforce limitations on the use of Sketch Cloud or the content accessible via Sketch Cloud;
 - vii) decompile, decrypt, disassemble, modify, copy, reformat, create derivative works of, or reverse engineer the Website or Sketch Cloud, except as expressly permitted in these Terms;
 - viii) use the Website or Sketch Cloud for any purpose other than to upload and share Content for personal, non-commercial use in accordance with these Terms and the Bohemian Policies, including, but not limited to, a) the sale of access to Sketch Cloud, b) the sale of advertising or promotions placed on or within the Content or Sketch Cloud or c) the sale of advertising or promotions on any webpage containing the Content delivered via Sketch Cloud;
 - ix) impersonate or misrepresent Bohemian or any third party when You make available the Content;

- x) interfere with or disrupt Bohemian's services, servers or network in any way.
- 4.3. Bohemian is constantly innovating the Sketch Cloud, and You agree that the form and nature of Sketch Cloud may change from time to time without prior notice to You.
- 4.4. You acknowledge that You may be exposed to Content of third parties that are factually inaccurate, offensive, indecent, or otherwise objectionable to You. You agree to waive any legal rights or remedies You have or may have against Bohemian with respect to any such third party Content.

5. CONTENT

- 5.1. After You have registered at the Website, You may upload the Content via the Website. After the Content is successfully uploaded, the Link is made available via Sketch Cloud. You can share the Content by sharing the Link.
- 5.2. Bohemian is not responsible and liable for the Content and the consequences of uploading the Content and for sharing the Content by sharing the Link. Bohemian does not endorse the Content or any advice, suggestion or opinion expressed in the Content.
- 5.3. You warrant (*garandeert*) that You have (and will continue to have during Your use of Sketch Cloud) all necessary licenses, rights, consents, and permissions which are required to enable Bohemian to use the Content for the purposes of the provision of Sketch Cloud, and otherwise to use the Content in the manner contemplated by Sketch Cloud and these Terms.
- 5.4. On becoming aware of any (potential) violation of these Terms, Bohemian reserves the right a) to remove the Content which is in violation of these Terms and b) to disable the Link to such Content at any time, without prior notice and at its sole discretion.

6. LICENSE

- 6.1. You shall remain the owner of the Content that You upload via the Website and share using the Link(s). When You upload Content using Sketch Cloud, You grant
 - i) Bohemian a worldwide, non-exclusive, royalty free, transferable license with a right to sub-license to use, reproduce, distribute, display and perform the Content to the extent required for the provision of Sketch Cloud; and
 - ii) Individuals You send a Link to use Sketch Cloud a personal, non-exclusive, royalty free license to access the Content via the Link and to use the Content and the Link for non-commercial purposes to the extent permitted via the functionality of Sketch Cloud and under these Terms.
- 6.2. The license granted under 6.1 i) does not entitle Bohemian to use the Content for marketing purposes.
- 6.3. The license granted under clause 6.1 terminates when You remove or delete the Content from Sketch Cloud.

7. FEEDBACK AND NOTIFICATIONS

- 7.1. You acknowledge and agree that if You provide Bohemian with any suggestions, comments, or other feedback about the Bohemian Materials (jointly “Feedback”), such Feedback is given voluntarily. Even if You designate such Feedback as confidential, the Feedback will not be confidential unless expressly otherwise agreed in writing by Bohemian, and Bohemian will be free to use, disclose, reproduce, license, or otherwise distribute or exploit the Feedback at its sole discretion without any obligations or restrictions of any kind, including without limitation, intellectual property rights or licensing obligations.
- 7.2. Bohemian does not monitor the Content uploaded and shared using Sketch Cloud. If You believe or become aware that a) Your copyright-protected work is made available through Sketch Cloud without authorization, or b) other clearly unlawful Content is made available through Sketch Cloud, You may notify Bohemian by email at mail@sketchapp.com. Upon receipt of a notification, Bohemian will decide at its sole discretion whether it will remove the relevant Content, taking into account the evidence provided in the notification. You acknowledge that misuse of this process may result in the suspension of Your account or other legal consequences.

8. BOHEMIAN MATERIALS

- 8.1. All right, title, and interest in and to the Bohemian Materials will remain the exclusive property of Bohemian and its licensors. You may not delete or alter any disclaimers, warnings, copyright or other proprietary notices accompanying the Bohemian Materials.
- 8.2. Bohemian claims no ownership over the Content.
- 8.3. Nothing in these Terms gives You the right to use Bohemian’s name or any of Bohemian’s trademarks, logos, domain names and other distinctive brand features.
- 8.4. You understand and agree that Bohemian may be independently creating content, other products and services that may be similar to or competitive with the Content. Nothing in these Terms will be construed as restricting or preventing Bohemian from creating and fully exploiting any such content, other products and services without any obligations to You.

9. SUPPORT AND UPDATES

- 9.1. Bohemian may extend, enhance or otherwise modify the Bohemian Materials (such modified Bohemian Materials are hereinafter referred to as the “Updates”) at its sole discretion and without notice. Bohemian shall not be obligated to provide You with any such Updates. If Updates are made available by Bohemian, the terms and conditions of these Terms will govern Your use of and access to such Updates.
- 9.2. Bohemian is not obliged to provide any maintenance, technical or other support for the Bohemian Materials, including the Updates.

10. WARRANTY DISCLAIMER

10.1. The Bohemian Materials are provided to You on an “as is” and “as available” basis, without warranty of any kind, express or implied, including, but not limited to, fitness for a particular purpose, availability, security, title, non-infringement or backward compatibility.

11. LIMITATION OF LIABILITY

11.1. The liability of Bohemian, its affiliates, personnel, subcontractors or agents for direct damages arising out of or in any way relating to these Terms, including in connection with or arising out of the Content, shall in no event exceed the total amount of € 75.

11.2. The limitation of liability does not apply to loss or damages resulting from the intent (*opzet*) or willful misconduct (*grove schuld*) by Bohemian or the management (*leidinggevenden*) of Bohemian.

11.3. In no event shall Bohemian, its affiliates, personnel, subcontractors or agents be liable for indirect and/or consequential damages or purely financial loss such as missed business opportunities, lost sales, volume and profit, and data loss in connection with or arising out of these Terms. In addition, Bohemian, its affiliates, personnel, subcontractors or agents shall not be liable for any loss or damage which may be incurred by You as a result of:

- i) any changes which Bohemian may make to Sketch Cloud, or any permanent or temporary (partial) termination in the provision of the Sketch Cloud;
- ii) the deletion of, corruption of, or failure to store the Content, or any other data provided by You in connection with Sketch Cloud;
- iii) any delay, error or failure of Bohemian in connection with the generation of the Link;
- iv) Your failure to provide Bohemian with accurate information during the registration process; or
- v) Your failure to keep the password for Your account for Sketch Cloud secure and confidential.

12. INDEMNIFICATION

12.1. You shall indemnify Bohemian, its affiliates, personnel, subcontractors and agents from and against any and all losses, damages, liabilities, claims, demands, suits, expenses and any other out-of-pocket costs (including reasonable attorney’s fees and expenses) which Bohemian, its affiliates, personnel, subcontractors or agents may incur or be liable for arising out of or in connection with, directly or indirectly, the use of the Bohemian Materials by You, including but not limited to any product liability claims, even if such a claim alleges that Bohemian was negligent regarding the design or manufacture of the Bohemian Materials.

13. SUSPENSION, TERMINATION AND CONSEQUENCES OF TERMINATION

- 13.1. The terms and conditions in these Terms shall be in effect until terminated by You or Bohemian in accordance with this clause 14.
- 13.2. You may terminate (*opzeggen*) these Terms at Your convenience by discontinuing Your use of the Website and Sketch Cloud. Bohemian may discontinue the Website and/or Sketch Cloud or terminate these Terms for convenience upon reasonable period prior written notice (including email or text message) to You.
- 13.3. Bohemian may suspend (*opschorten*) Your access to and Your use of the Bohemian Materials, and terminate (*opzeggen*) these Terms immediately in writing (including email or text message), without prior written notice i) if You fail to comply with any term(s) and conditions of these Terms, including the Bohemian Policies, ii) on becoming aware of any (potential) violation of these Terms.
- 13.4. You and Bohemian waive their rights to rescind (*ontbinden*) or annul (*vernietigen*) these Terms. Articles 3:44, 6:228 and 6:265 of the Dutch Civil Code (*Burgerlijk Wetboek*) are excluded.
- 13.5. Any terms and conditions of these Terms that by their nature should survive termination shall survive termination.
- 13.6. On the effective date of termination of these Terms:
 - i) the Content shall be removed;
 - ii) Your right to access and use the Bohemian Materials shall terminate;
 - iii) any other rights granted to You under these Terms shall immediately be relinquished by You;
 - iv) unless agreed otherwise by Bohemian, Bohemian will deactivate and delete Your account(s) and data; and
 - v) You shall promptly return to Bohemian all Bohemian Materials and Bohemian's confidential information in Your or any of Your employees', agents', subcontractors' or (external) advisors' possession, without withholding any copies.

15. MISCELLANEOUS

- 15.1. The use of Sketch Cloud is currently provided free of charge, but Bohemian reserves the right to charge for such use in the future.
- 15.2. You may not issue any press releases or make any other public statements regarding these Terms, the Website, Sketch Cloud or the relationship between You and Bohemian, without Bohemian's express prior written consent, which may be withheld at Bohemian's sole discretion. Bohemian may issue any press releases or make any other public statements in which Bohemian refers to the Content, without Your prior consent.

- 15.3. You may not assign or subcontract any of Your rights or obligations under these Terms to any third party without Bohemian's prior written consent. Bohemian may assign or subcontract any of its rights or obligations under these Terms at its sole discretion. Only You and Bohemian and Your and Bohemian's permitted assignees or successors may enforce the terms and conditions of these Terms, except as expressly provided in these Terms. To the extent that any third party stipulation (*derdenbeding*) is contained these Terms, article 6:254 of the Dutch Civil Code (*Burgerlijk Wetboek*) is excluded.
- 15.4. A failure by Bohemian to give notice to You of any breach or non-fulfilment of any provision, term or clause of these Terms shall not constitute a waiver thereof, nor shall the waiver of any breach or non-fulfilment of any provision, term or clause hereof constitute a waiver of any other provision, term or clause thereof.

16. GOVERNING LAW AND DISPUTES

- 16.1. These Terms shall be governed by and construed in accordance with the laws of the Netherlands, excluding its conflicts of law rules.
- 16.2. To the extent permitted by applicable law, any dispute between Bohemian and You shall exclusively be submitted to the competent court in the Hague, the Netherlands.