

OUR TERMS AND CONDITIONS

1. INFORMATION ABOUT US AND HOW TO CONTACT US

1.1 **Who we are.** We are Printspace Studios Limited (trading as **theprintspace** and **Creative Hub**) a company registered in England and Wales. Our company registration number is 06043884 and our registered office is at 74 Kingsland Road, London, E2 8DL. We operate the websites www.theprintspace.co.uk and creativehub.io.

1.1.1 **theprintspace** is a fine art and photographic printers; and

1.1.2 **Creative Hub** is a multi-function platform for artists to print, sell, store and share their digital artworks.

1.2 **How to contact us.** You can contact us by telephoning our customer service team at +44 (0) 207 739 1060 or by writing to us at Info@theprintspace.co.uk and 74 Kingsland Road London E2 8DL (between 9am and 7pm Monday to Friday) or via our [Contact Us](#) page. We will endeavour to respond to all queries within a suitable time, but shall not be liable for any delay in doing so.

1.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

1.4 **"Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

2. THESE TERMS

2.1 **Our contract.** These terms and conditions (**Terms**) apply to your use of and access to our software and websites, and to the order by you and supply of goods and services by us to you (**Contract**). No other terms are implied by trade, custom, practice or course of dealing. We may amend these terms from time to time. Every time you wish to use our goods or services, please check these terms to ensure you understand the terms that apply at that time. These Terms were most recently updated in September 2019.

2.2 **Applicable only to businesses.** Our Terms are only applicable to businesses. If you are purchasing goods or services as a consumer, you must contact us prior to purchasing our goods or services.

2.3 **Why you should read them.** Please read these Terms carefully before you create an account with us or accept an invitation to interact with our services from an existing account holder. These Terms tell you who we are, how we will provide goods and services to you, how you and we may change or end the Contract, cancel an order what to do if there is a problem and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.

2.4 **Entire agreement.** The Contract is the entire agreement between us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

3. **OUR CONTRACT WITH YOU FOR GOODS AND SERVICES**

1.1 **Placing your order.** Please follow the onscreen prompts to place an order for goods or services. Each order is an offer by you to buy the goods or services specified in the order subject to these Terms.

3.1 **Correcting input errors.** Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order and any specification submitted in any online form by you or invoice provided by us prior to the goods or services being provided (**Order Form**) is complete and accurate.

3.2 **Acknowledging receipt of your order.** After you place an order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in Clause 3.3.

3.3 **Accepting your order.** Our acceptance of your order takes place when we receive payment, at which point the Contract between you and us will come into existence (**Order**

Confirmation). The Contract between you and us will only be formed when we send you the Order Confirmation.

3.4 **If we cannot accept your order.** Following acceptance of your order, if we are unable to process your order, we will contact you and will not charge you for the good(s) or services. This might be because the goods are out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the goods or services, because we are unable to meet a delivery deadline you have specified or your order breaches any of our terms or policies.

3.5 **Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can state your order number whenever you contact us about your order.

4. **YOUR CREATIVE HUB ACCOUNT**

4.1 **Our services.** These are the Terms on which you may use the Creative Hub website to use our services or order goods. To use our services, you are required to open a Creative Hub account (**CH Account**). CH Accounts are free to open.

4.2 **Creative Hub Account.** For us to provide you with our services, you must:

4.2.1 register and create a CH Account; and

4.2.2 follow the steps on the website to upload your photos, videos and text (hereafter referred to as **Images or Files**, as applicable) to your CH Account and in accordance with clause 4.7 and clause 10.

4.3 You may also be required to connect your CH Account to an e-commerce web store of your own, with your own domain, using an API or plugin/ app to your ecommerce store account (**Your Store**).

4.4 **Use of our websites.** We may update our websites from time to time, and may change the content at any time. However, we are under no obligation to update it. We make no representations, warranties or guarantees, whether express or implied, that the content on our websites is accurate, complete or up-to-date.

- 4.5 **No guarantee as to use of website.** We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our websites without notice. We will not be liable to you if for any reason our website(s) or your CH Account is unavailable at any time or for any period.
- 4.6 **Compliance with other terms.** In supplying our services you are responsible for complying with:
- 4.6.1 our **Acceptable Use Policy** and ensuring content people post on your Images also comply; and
 - 4.6.2 our **Website Terms and Conditions**.
- 4.7 **CH Account as a storage facility.** Although your CH Account is a storage facility for your Files, you must ensure that you also have your own storage and backup of these Files, and we accept no liability for any loss of any or part of the Files in your CH Account.
- 4.8 **Uploading and sharing Images.** Whenever you upload Images to your CH Account, you must follow the instructions for uploading images, sharing, pricing and fulfilling print sales of your Images. Our uploading process allows you to check and amend any errors before sharing your Images with third parties or using any of our Services. Please take the time to read and check your submissions thoroughly. Where you share your Files, you are responsible for:
- 4.8.1 ensuring that all recipient details are accurate;
 - 4.8.2 the information to be shared is accurate; and
 - 4.8.3 the recipient has read and understood these Terms.
- 4.9 **No abuse of CH Account.** You agree that you will not abuse the use of your CH Account and that you will use it fairly and in a way as expected and in accordance with our Acceptable Use Policy. Any abuse of your CH Account (whether or not in non-compliance with our Acceptable Use Policy) may result in immediate cancellation of your CH Account. We will not be responsible for any loss caused by us cancelling your CH Account pursuant to this clause.

4.10 **We will not print certain images.** Users are not permitted to request that we print images containing or relating to the following:

4.10.1 racist material;

4.10.2 material that is likely to incite hatred against any person or group;

4.10.3 defamatory or otherwise actionable material;

4.10.4 material that is libellous in nature;

4.10.5 images of any criminal act;

4.10.6 material, the use or inclusion of which infringes any copyright, trademark, or other intellectual property right of a third party; or

4.10.7 material which breaches any applicable laws or legislation.

4.11 **You must not share certain information.** Users are not permitted to share financial information, state secrets, stolen or hacked files, executable code, medical information, pornography, gambling, illicit trade, cryptocurrency transactions or any other information prohibited by law or by us.

4.12 **Our rights in respect of your conduct.** We reserve the right to:

4.12.1 contact law enforcement agents or authorities (and provide them with all necessary information) should we form the view that any of the Images are unlawful or pertinent to enquiries of a relevant nature;

4.12.2 refuse to execute print orders which it deems to be in breach of any of these Terms;

4.12.3 refuse further service pertaining to any person or persons who have knowingly or unknowingly breached any of these terms or any of the Terms set out in this clause.

- 4.13 **Content posted on your CH Account.** We will not be responsible, or liable to any third party, for the content or accuracy of any content shared or otherwise distributed using your CH Account.
- 4.14 **No obligation to review any Image or published content.** We are not obliged to review any Image or other content you or a third party posts on our websites or that is associated with your CH Account. However, we may do so at any time and if we are notified or otherwise become aware and consider, in our discretion, that your Image or other content does not comply with these Terms, we may remove any such Image or other content.
- 4.15 **Removing Files or cancelling your CH Account.** You may remove your Files from our website and/or Your Store and/or cancel your CH Account (subject to clause 4.17) at any time but you agree that we may continue to fulfil any orders already placed by persons ordering your Images (**Customers**) and you will have to pay for any Services provided and/or for fulfilling those orders already placed.
- 4.16 **Your responsibility for your CH Account.** You confirm to us that all information provided by you in your CH Account is true and accurate. You must keep your CH Account information up to date. We may use the information you provide to verify your identity. We may refuse to accept any registration in our discretion. We are not liable for any incorrect sale information in Your Store.
- 4.17 **Confidentiality of CH Account.** You must treat your user name, password and any other registration and CH Account information as confidential. You must not disclose it to any third party. If you know or suspect that anyone other than you knows your user name or password, you must promptly notify us and change your details in your CH Account.
- 4.18 **Cancellation of your CH Account.** You may cancel your CH Account at any time.
- 4.18.1 To cancel, please log into your CH Account and follow the instructions. Or you may contact us by email or phone by using the contact details on our Contact Us page.
- 4.18.2 If your CH Account is cancelled (by you or us), you will not have any further access to your CH Account. Your Files will be deleted from your CH Account

and we will no longer facilitate your art sales by producing art prints of your Images. We shall not be liable for any loss to your business where the cancellation of your CH Account was a result of your breach of these Terms.

4.18.3 If you use any of the Services or Additional Data Storage before you or we cancel your CH Account and/or if a Customer places an order for any of your Images, then you will have to pay for those Services and/or Additional Data Storage in accordance with clause 10.6(f) as applicable.

4.18.4 If a Customer has placed an order for any prints of your Images before your CH Account is cancelled, then you agree that we may continue to fulfil that order in accordance with these Terms, charge our fees and settle your CH Account. We may decide not to fulfil that order and in which case we will notify you.

4.19 **Decline registration of CH Account or disable CH Account.** We reserve the right to decline any application for registration of a CH Account and/or any application for Additional Data Storage at any time for any reason in our discretion. We have the right to disable any CH Account, username or password at any time. We will notify you if we do so.

4.20 **Requirement to have a back-up of Images.** The Images are stored in multiple geographical locations to ensure security and availability of the images. Despite this, your CH Account is not a storage facility for your Images and you must ensure that you have your own storage and back up as you will not have any further access to your Images.

5. **OUR GOODS (PRINTING, MOUNTING AND FRAMING)**

5.1 **Our goods.** We provide a number of goods including printing, mounting and framing. To order goods, you must undertake the process in clause 4.2. The types of printing and mounting and framing options are available on our website as updated from time to time. The images of the goods on our site are for illustrative purposes only. We will match, within industry standard tolerances, the images you see on your screen with the prints, provided you have diligently followed the colour management procedure detailed on our website (<https://www.theprintspace.co.uk/guides/colour-accuracy/>) and your equipment and software is up to date. Although we are likely to use our discretion and high standards of

customer care in this matter to ensure your happiness as a customer, we do so at our discretion and our judgement on what is defined as an acceptable colour variation is final

5.2 **Sample packs.** You may order a sample pack of prints. The price for the sample prints is on our website. We do not accept any returns of any sample packs.

5.3 **Payment for goods.** Payment for the goods shall be made in accordance with clause 11.2.

5.4 **Delivery of the goods.** We shall send you an email to confirm the goods have been dispatched and shall aim to dispatch the goods as follows:

5.4.1 prints dispatched to your nominated address within 48 hours of your order being accepted by us; or

5.4.2 mounted prints dispatched within five working days of your order being accepted by us; or

5.4.3 hand-made framed prints dispatched within 10 working days of your order being accepted by us; or

The above time frames are targets only.

5.5 If you order before 3pm, collect the same day from 74 Kingsland Road, London, E2 8DL.

5.6 **Delivery costs.** The costs of delivery to you as per clause 5.4.1 – 5.4.3 will be as displayed on our website.

5.7 **Collection by you.** If you have asked to collect the goods from our premises in accordance with clause 5.5, you can collect them from us at any time during our working hours of 9am to 7pm on weekdays (excluding public holidays). We reserve the right to vary these opening times without notice to you.

5.8 **We are not responsible for delays outside our control.** If our supply of the goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may

contact us to cancel your order and receive a refund for any goods you have paid for but not received.

5.9 **If you are not at home when the product is delivered.** If no one is available at your address to take delivery and the goods cannot be posted through your letterbox, the delivery company will inform you of how you may receive your goods. You should refer to the terms and conditions of the delivery company for more information.

5.10 **If you do not re-arrange delivery.** If you do not collect the goods from us as arranged or if, after a failed delivery to you, you do not re-arrange delivery or collect them from a delivery depot we will contact you for further instructions and may charge you for storage costs and any further delivery costs. If, despite our reasonable efforts, we are unable to contact you or re-arrange delivery or collection we may end the Contract and you will receive a refund for any goods you have paid for but not received, less any delivery charges and other administrative charges involved in delivering, handling and storing your goods.

5.11 **International delivery.**

5.11.1 We deliver to the countries listed on our website (**International Delivery Destinations**). However, there are restrictions on some goods for certain International Delivery Destinations, so please review the information on that page carefully before ordering goods.

5.11.2 If you order goods from our site for delivery to one of the International Delivery Destinations, your order may be subject to import duties and taxes which are applied when the delivery reaches that destination. Please note that we have no control over these charges and we cannot predict their amount.

5.11.3 You will be responsible for payment of any such import duties and taxes. Please contact your local customs office for further information before placing your order.

5.11.4 You must comply with all applicable laws and regulations of the country for which the goods are destined. We will not be liable or responsible if you break any such law.

- 5.12 **Quality of file uploads.** You must ensure that any Images uploaded to our website are of a good quality. We will only reproduce goods which match the image uploaded and based on the constraints of type and paper. We are not responsible for poor print quality of an image where the uploaded image was of a poor quality. The maximum upload size is 2GB (2048MB). Failure to adhere to this clause may lead to us not being able to satisfy your order.
- 5.13 **Accuracy of frames.** Although we have made every effort to be as accurate as possible, because some of our frames are handmade, their sizes, weights, capacities, dimensions and measurements indicated on our site have a reasonable industry standard tolerance.
- 5.14 **Goods packaging may vary.** The packaging of the product may vary from that shown in images on our websites.
- 5.15 **Making sure your measurements are accurate.** If we are making a frame to measurements you have given us you are responsible for ensuring that these measurements are correct. You will not be able to receive a refund for any mistakes as a result of incorrect measurements being provide to us.
- 5.16 **When you become responsible for the goods.** Goods will be your responsibility from the time we deliver the goods to the address you gave us or you person authorised by you to collect it from us (they must provide the order number and number of prints to be collected).
- 5.17 **When you own goods.** You own the goods once we have received payment in full.

6. OUR RIGHTS TO MAKE CHANGES TO GOODS

6.1 Minor changes to the goods. We may change the goods:

- 6.1.1 to reflect changes in relevant laws and regulatory requirements; and
- 6.1.2 to implement minor technical adjustments and improvements to the quality of the materials used. These changes will not affect your use of the goods.

7. CANCELLING YOUR GOODS ORDER

- 7.1 You may be able to cancel or amend your order prior to us commencing production of your goods and receive a refund. Please contact us (as per clause 1.2) as soon as possible to

determine whether you are able to cancel or amend your order. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the goods, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

7.2 However, unless agreed by us, the cancellation right in clause 7.1 does not apply in the case of:

7.2.1 where goods have commenced production; and

7.2.2 bespoke goods or made to measure/order goods.

7.3 **Cancelling your order because of something we have done or are going to do.** If you seek to cancel your order for a reason set out at Clause 7.3.1 to 7.3.4 below the contract will end immediately and we will refund you in full for any goods which have not been provided. The reasons are:

7.3.1 we have told you about an upcoming change to the goods or these terms which you do not agree to;

7.3.2 we have told you about an error in the price or description of the goods you have ordered and you do not wish to proceed;

7.3.3 there is a risk that supply of the goods may be significantly delayed because of events outside our control; or

7.3.4 you have a legal right to end the contract because of something we have done wrong.

7.4 **When we will pay the costs of return.** We will pay the costs of return:

7.4.1 if the goods are faulty or misdescribed; or

7.4.2 if you are cancelling your order because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay

in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong.

In all other circumstances you must pay the costs of return.

7.5 We are not responsible for delays outside our control. If our supply of the goods is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. For instance, where there may be a delay in receiving the goods or parts of the goods from an overseas supplier. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any goods you have paid for but not received.

8. OUR WARRANTY FOR GOODS

8.1 Your rights in respect of defective goods. We warrant that on delivery any goods which are goods shall:

8.1.1 conform in all material respects with their description and any relevant specification in the Order Form;

8.1.2 be free from material defects in design, material and workmanship;

8.1.3 be of satisfactory quality (within the meaning of the Sale of goods Act 1979); and

8.1.4 be fit for any purpose held out by us.

8.2 No liability for the goods failure to comply with warranty. We will not be liable for the goods failure to comply with the warranty in clause 8.1 if:

8.2.1 you make any further use of such goods after giving us notice of a defect;

8.2.2 the defect arises because you failed to follow our oral or written instructions as to the storage, installation, commissioning, use or maintenance of the product or (if there are none) good trade practice;

- 8.2.3 the defect arises as a result of us following any drawing, design or specification in the Order Form supplied by you;
- 8.2.4 you alter or repair the product without our written consent; or
- 8.2.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

We will not provide a refund or replacement in respect of any matter that arises under this clause.

9. REFUND/REPLACEMENT OF GOODS

9.1 **Refunds.** If the following occurs, we'll offer a full refund or redeliver replacement goods the next working day:

- 9.1.1 the goods are damaged (not as a result of clause 8.2);
- 9.1.2 the goods do not conform with the warranty in clause 8.1; or
- 9.1.3 the goods do not match the file uploaded within a reasonable tolerance allowed as per industry standards.

9.2 **Evidence to support return.** Any claims for a refund as per clause 9.1 must be supported by the return of the damaged product and a valid receipt.

9.3 **Your rights if there is a defect.** If a product has a defect or other issue which is our responsibility, we shall request return of the product (if possible) and if we accept responsibility we shall, at our discretion:

- 9.3.1 repair the defect and redeliver to you at no additional cost to you; or
- 9.3.2 reprint the Image and redeliver to you at no additional cost to you; or
- 9.3.3 cancel the order and refund you in full.

If the order is redelivered you, you shall not be charged for any additional costs for reprinting and redelivery.

9.4 **We are not liable for goods.** We are not liable to refund or replace any products in the following situations:

9.4.1 if the defect or other issue is your responsibility, for example but not limited to pixelation issues with the file or colour profile issues leading to poor colour reproduction;

9.4.2 the product has any minor variations in size as a result of inadequate preparation of files; or

9.4.3 the goods have become mixed inseparably with other items after their delivery; or

9.4.4 where you have not complied with Clause 5.12.

9.5 **Changes due to changes in law.** We reserve the right to amend the specification in the Order Form for the goods if required by any applicable statutory or regulatory requirement.

9.6 **What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

9.7 **How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the goods including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.8 **When your refund will be made.** We will make any refunds due to you as soon as possible.

9.9 **Terms applicable to replacement terms.** These terms shall apply to any replacement goods supplied by us under clause 8.2.

10. OUR SERVICES

10.1 **Compliance with specification in the Order Form.** Subject to our right to amend the specification in the Order Form (see Clause 6.1) we will supply the services to you in accordance with the specification for the services appearing on our website at the date of your order in all material respects.

- 10.2 **Changes to specification in the Order Form.** We reserve the right to amend the specification of the Services if required by any applicable statutory or regulatory requirement or if the amendment will not materially affect the nature or quality of the Services, and we will notify you in advance of any such event.
- 10.3 **Withdrawal and cessation of services.** We reserve the right to withdraw the offer of any of our Services if required by any applicable statutory or regulatory requirement or for any other reason relevant to the operation of our business, and we will notify you in advance of any such event. We are not liable for any loss or damage you may occur as a result of us amending or withdrawing any of our services.
- 10.4 **Reasonable care and skill.** We warrant to you that the Services will be provided using reasonable care and skill.
- 10.5 **Time for performance.** We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the services by such dates will not give you the right to terminate the Contract.
- 10.6 **Our services.** We provide a number of services, which may be updated and amended from time to time. Our services include (collectively “Services”):
- 10.6.1 **Print Fulfilment Orders:** Connect your CH Account to an e-commerce web store of your own, with your own domain, using an API or plugin/ app to your ecommerce store account (**Your Store**). You must review our website for up-to-date requirements and options available for Your Store. When a Customer buys an art print of an Image, we handle the fulfilment and debit your card for the cost of the print. Your Store is your own responsibility, and is a third party system over which we have no control.

Customers can make purchases of art prints of your Images through Your Store. We will print and deliver these prints to the Customer on your behalf. We do not sell direct to the Customer. We sell the print to you as part of our Services and you sell the finished product to the Customer.

- (a) If you do not wish us to fulfil any order for your Image, you must contact us as soon as possible and before the order is dispatched to the Customer. If we agree that we can cancel the Customer's order, you will still have to pay for any Services we have already provided (such as printing) and any other costs we have incurred.
- (b) Our contractual relationship is between us and you. We are not responsible for any relationship with your Customers.
- (c) We are not responsible for whether your Customer gets a product as promised, or that you had the rights to sell that print.

10.6.2 **Open Calls:** Enables you to enter competitions, awards and open calls.

10.6.3 **Sharing:** You can send the files or projects (groups of files) stored in your CH Account to third parties with the following options:

- (a) select from high, medium and low resolution;
- (b) send to specific individuals (using email as the identifier);
- (c) create a link where anyone who has the link can access the files and download them;
- (d) optionally password protect the link;
- (e) optionally add watermarks.

We are not responsible for any breach of any local laws in any jurisdiction where you share the Files. We reserve the right to delete any or all of you Files and CH Account if we are notified that there has been a breach of any law or to provide any information to comply with any requirement under any law.

10.6.4 **Storage:** You are able to store up to 2GB of media (images, videos, text) in your CH Account (**Basic Account**). Any storage exceeding 2GB shall be subject to

Additional Data Storage. Additional Data Storage is subject to our charges per month on a per TB basis as set out in clause 11.

- (a) You may apply to upgrade your CH Account to a higher storage amount at any time, subject to payment of the relevant charges, and the upgrade will take effect immediately. If you upgrade your CH Account during a billing period, the first additional charge will be a pro-rata amount at the higher rate for the remainder of the current billing period.
- (b) You shall be liable to the charges from the date you convert to Additional Data Storage and on each periodic renewal date until cancellation. Charges are non-refundable even if you do not use the Additional Data Storage and/or if you cancel or downgrade your CH Account during a month.
- (c) If we have not received payment within 14 days after the due date for any Additional Data Storage, and without prejudice to any other rights and remedies we may have, we may, without liability to you, revert your CH Account to a Basic Account and remove any of your Images which, in our discretion, exceed the data storage limit of a Basic Account. We may at any time set off any sums you owe us against any sums we owe you.
- (d) You may apply to downgrade your CH Account to a lower storage amount at any time and the downgrade will take effect from the end of the billing period.
- (e) If, at any time whilst using our website, you exceed the amount of image data storage space you have applied and (if applicable) paid for, we may, without liability to you, remove any of your Images which, in our discretion, exceed the data storage limit.
- (f) We shall be entitled to increase our charges for Additional Data Storage at any time and which will be updated on our website. If you have applied for Additional Data Storage, we will notify you of any increase in

the charges you are due to pay and you may cancel your CH Account and/or cancel your Additional Data Storage at any time.

- (g) Where you opt to receive our 'cold storage' services, these shall be provided on the terms and for the fees set out on our website. We shall endeavour to retrieve this data within 48 hours of a written request to do so.

10.7 **Machine learning.** Our Services may use artificial intelligence such as machine learning to deliver the Services to you more efficiently and to improve our service offering. However, any recommendations made to you are provided as recommendations only and we do not warrant that these will be precise or accurate. You are not obliged to accept these recommendation and we do not accept any liability for any action you may take as a result of these recommendations.

11. PRICE AND PAYMENT FOR GOODS AND SERVICES

11.1 **Our fees.** Our fees for our goods and services, including Additional Storage Data, are displayed on www.theprintspace.co.uk www.theprintspace.com www.creativehub.io. We reserve the right to vary prices from time to time.

11.2 **When you must pay and how you must pay.** We accept payment with Mastercard, Visa, or PayPal. When you must pay depends on what product you are buying:

11.2.1 For goods, you must pay for the goods before we dispatch them. We will not charge your credit or debit card until we dispatch the goods to you.

11.2.2 For services, you must pay for the services prior to them being provided.

11.3 **Currency.** You will be charged in either Euros, Dollars or Pound Sterling depending on your local currency. If your local currency not one of these currencies, then we will assign a default currency to your account.

11.4 **Tax.** For all Print Fulfilment Orders we calculate sales tax based on a combination of the following information:

- 11.4.1 your country of domicile;
- 11.4.2 the country where we produce the goods;
- 11.4.3 the delivery address we are sending the goods to. So where an order does not attract VAT then we should reflect that at the checkout. We can fulfil the orders in our UK or German (and from next June our USA) branch. Where we decide to fulfil the order is entirely our own decision.

This sale tax calculation is only advisory and should not be taken as being accurate, all tax liabilities resulting from any orders placed on our website are of the responsibility of the user.

- 11.5 **Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated on the order pages when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 11.7 for what happens if we discover an error in the price of the product you order.
- 11.6 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.
- 11.7 **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the goods we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakeable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.
- 11.8 **Our right of set-off.** You must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11.9 **We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 8% a year above the base lending rate of NATWEST PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12. REFERRAL OF NEW CLIENTS AND OTHER OFFERS

12.1 If you introduce a new client to our system we shall give you 10% of the total value (excluding VAT) of the spend made by the new client in the first year commencing on their first order (**Referral Credit**) as a credit to spend on printing. This referral credit has no monetary value and cannot be exchanged or transferred, it can only be used to offset against print order costs on online print orders with CH. To qualify for the referral credit the new client must:

12.1.1 have never have used their details to register a CH Account previously or used a credit or debit card identifier to pay for a previous transaction, or are deemed by the CH to be likely to be the same person or acting on behalf of the same person; and

12.1.2 spent over £25 (exclusive of VAT and prior to any discounts being applied) on a print order or Additional Data Storage; and

12.1.3 input your own unique referral code (provided by us to you) at the point of their first purchase, or have been referred to us by you as a result of a sharing or file sending action where you input their email address and they have not used another user's referral code at the checkout.

12.2 Referral credits expire after 36 months if unused.

12.3 When redeeming print credits on print orders, there will always be a small balance to pay on each order. Print credit will never entirely offset a printing cost. If the available print credits

exceed the total print cost, then the remaining print credits will be available for future orders.

12.4 Any abuse of the referral scheme will lead to referral credits being cancelled. In determining what constitutes an abuse of the referral scheme CH has sole discretion in this matter and CH's decision will be final. No correspondence will be entered into on this matter.

12.5 We reserve the right to change the amount or the referral credit or withdraw this offer at anytime, without notice.

12.6 From time to time, we may offer various incentives and offers for using our services or referring new clients to us (**Offers**). The terms of any Offers will be available on our website. We reserve the right to amend or withdraw any of the Offers at any time. We shall honour any Offers which comply with the terms up until the date in which it was withdrawn from our website.

13. INTELLECTUAL PROPERTY

13.1 **Definition of Intellectual Property Rights.** For the purposes of this agreement, **Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

13.2 When you provide us with your Images, content, messages or contacts (**Your Materials**) you own all Intellectual Property Rights in Your Materials. We do not acquire any rights in Your Material, except in regard to the Licence provided in Clause 13.5.

13.3 **Your warranties.** You warrant to us that:

- 13.3.1 you are the sole legal and beneficial owner of, and own all the Intellectual Property Rights (or have the requisite licence in place) in all Images that you upload to your CH Account;
- 13.3.2 you have not licensed or assigned any Intellectual Property Rights in the Images to any other party;
- 13.3.3 the Images are your original work and have not been copied wholly or partially from any other source;
- 13.3.4 you have full authority to licence us to print (and reprint) the Images;
- 13.3.5 if you share your Images, you have full authority to licence and allow the third party to download, print and/or sell your Images in accordance with these Terms and the permissions that you give;
- 13.3.6 the Images do not incorporate any material that infringes the copyright or any other rights of any third party, including any right of confidentiality and its exploitation shall not place any person in contempt of court nor in breach of any provision of any statute; and
- 13.3.7 you are not aware, having made full and reasonable enquiry, of any claim by any third party that the Images or any pre-existing material incorporated in the Images, or the exploitation of the Images by you, us or any Customer, has infringed or will infringe any rights of any third party and you agree that you shall immediately inform us if you become aware of any such claim.

13.4 **Disclosure of your identity to third parties.** You understand and agree that we have the right to disclose your identity to any third party who is claiming that any Images posted or uploaded by you to your CH Account constitutes a violation of their Intellectual Property Rights where such a failure to comply with a disclosure would result in us (or our agents or subsidiaries) being in breach of the law.

- 13.5 **Our licence to use the Images.** You agree to grant us a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Images for the purpose of us providing the Services to:
- 13.6 produce prints (and any reprints as required) of your Images as ordered by Customers through Your Store;
 - 13.7 provide you with features such as Image thumbnails, Image previews, comments, sorting, editing and sharing;
 - 13.8 fulfil the art print of such Images ordered by you for your Customers in accordance with these Terms; and
 - 13.9 for such use by us as may be required for the provision of services by our business.
- 13.10 **Your requirement to notify us.** You shall immediately notify us of:
- 13.10.1 any actual, threatened or suspected infringement of any Intellectual Property Rights of which you become aware; and
 - 13.10.2 any claim by any third party of which you become aware that the Images infringe any rights of any other person.
- 13.11 **Removal of Images from your CH Account.** You agree that we may immediately remove any such Images from your CH Account and cancel any Customer orders for such Images which have not already been dispatched. If any Customer orders for your Images have already been dispatched, you agree that we may request return of the goods (if possible) and/or may deal with the Customers as your agent.
- 13.12 **Your liability.** You will fully reimburse us and compensate us for all liabilities, costs, expenses, damages and losses suffered or incurred by us arising out of or in connection with any Intellectual Property Rights claims in relation to your Images.
- 13.13 **Other Intellectual Property Rights.** All Intellectual Property Rights in or arising out of or in connection with the Services (other than intellectual property rights in any Images provided by you) will be owned by us.

14. CONFIDENTIALITY

- 14.1 We each undertake that we will not at any time during the Contract disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by Clause 14.2.
- 14.2 We each may disclose the other's confidential information:
- 14.2.1 to such of our respective employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out our respective obligations under the Contract. We will each ensure that such employees, officers, representatives, subcontractors or advisers comply with this Clause 14; and
 - 14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 15.1 Nothing in these terms shall limit or exclude our liability for:
- 15.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
 - 15.1.2 fraud or fraudulent misrepresentation;
 - 15.1.3 breach of the terms implied by section 12 of the Sale of goods Act 1979 or section 2 of the Supply of goods and Services Act 1982; or
 - 15.1.4 defective goods under the Consumer Protection Act 1987; or
 - 15.1.5 any matter in respect of which it would be unlawful for us to exclude or restrict liability.

15.2 Except to the extent expressly stated in clause 8.1 all terms implied by sections 13 to 15 of the Sale of goods Act 1979 and sections 3 to 5 of the Supply of goods and Services Act 1982 are excluded.

15.3 Subject to clause 15.1:

15.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us;

15.3.2 we shall not be liable for any losses, claims or actions of any third party; and

15.3.3 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the 100% of the total sums paid by you for goods and services under this Contract and in any event, shall not exceed £50,000.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1 **How we will use your personal information.** We will only use your personal information as set out in our Privacy Policy.

17. OTHER IMPORTANT TERMS

17.1 **We may transfer this Agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation.

17.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

17.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

- 17.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 17.5 **Variation of these terms.** We reserve the right to amend these terms from time to time to better reflect:
- 17.5.1 any changes in the law;
 - 17.5.2 any regulatory requirements; or
 - 17.5.3 improvements made to our Services.
- 17.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the goods, we can still require you to make the payment at a later date.
- 17.7 **No partnership.** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, or authorise any party to make or enter into any commitments for or on behalf of any other party or use any of our branding or services, except as expressly provided in clauses.
- 17.8 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.