

Please read these Terms and Conditions (“Terms”) carefully before using the services provided by Bundl Creative Ltd. These Terms constitute a binding legal agreement between you (the “Client”, referred to as “you” or “Client”) and Bundl Creative Ltd (referred to as “Bundl”, the “Company”, “we”, or “us”), a UK-based provider of subscription-based design services.

By subscribing to Bundl or using any of our design services, **you acknowledge and agree to be bound by these Terms.** If you do not accept any part of these Terms, you must not subscribe to or use our services.

These Terms apply to clients located in the UK, EU, and other regions. Specific provisions concerning legal rights and liabilities - such as governing law - may apply only to UK clients, as indicated. Please note that privacy and cookie-related terms are covered separately in our Privacy Policy.

1. Subscription Terms

1.1 Subscription Plans, Period and Renewal Bundl Creative Ltd offers its design services on a subscription basis. When you sign up to a **subscription plan**, you will gain access to our design services for a recurring period length (e.g. monthly, quarterly, half-yearly, or annually, depending on the plan you have selected). **You will be billed in advance** for each subscription period. At the end of each subscription period, **your subscription will automatically renew** for a successive period of the same length **under the same terms**, unless either party cancels or changes the subscription as described below. Bundl Creative Ltd reserves the right to refuse any subscription order at our discretion (for example, if a client has a history of making late payments).

- **Minimum Commitment:** Each subscription plan has a minimum commitment equal to its initial term. This means you agree to at least the first paid period of service (for example, six months for a half-yearly plan, or one year for an annual plan). You cannot cancel a subscription mid-term; cancellation (termination) can only take effect at the end of a subscription period (see Section 1.3). By subscribing, you commit to paying for and receiving services for the minimum term of your plan.

1.2 Subscription Changes (Upgrades, Downgrades, and Pauses) You may request changes to your subscription plan, including upgrading to a higher tier, downgrading to a lower tier, or pausing the service if required. **All subscription changes require at minimum of 14 days’ written notice** to Bundl Creative Ltd:

- **Upgrades:** If you want to upgrade your plan, notify us in writing. The change in plan and pricing will take effect after the 14-day notice period. Upgrading may occur additional fees, which will be charged starting from the effective date of the change.

- **Downgrades:** If you downgrade to a lower plan level, the downgrade will take effect only **after the 14-day notice period** has elapsed. You will continue to enjoy your current plan benefits until the change is effective. No credits or refunds will be given for downgrades; the lower price plan will apply after the notice period.

- **Pausing Subscription:** If you wish to temporarily pause your subscription, you must give **30 days' notice**. We will continue to provide our services (and you will be billed) during the notice period. At the end of your billing period, your subscription can be put on hold. During a pause, you will not be charged, and no design services will be provided. When you are ready to resume, please notify us and we will reactivate your account subscription (fees will resume at the current given plan rate listed on our website). A subscription pause is intended for short-term breaks only; if a pause exceeds a reasonable duration (e.g. 6 months) and we have not received any communications, Bundl may treat it as a termination, this will be at our discretion.

All change requests must be submitted in writing to Bundl (email is the most common form). **Changes will not be applied retroactively.** This means any subscription modifications will only apply going forward after the 14-day notice period.

1.3 Cancellation by Client If you do not wish to renew your subscription, you may **cancel** it by providing Bundl with **written notice prior to your next renewal date**. Cancellation requests should be sent via email to the contact email provided in your order/ our website. Once we receive your cancellation notice, the following terms apply:

- **No Mid-Period Termination:** Your subscription will remain active until the end of the current paid subscription period. You can continue to access and use the design service until that date. The cancellation will take effect at the end of your current billing cycle. (For example, if your monthly subscription renews on the 8th of each month and you contact us to terminate your subscription on the 20th, you will be billed for and retain service through to your up-coming monthly renewal date).

- **No Refunds for Prepaid Periods: Subscription fees are non-refundable.** If you cancel, you will **not receive any refund or credit for fees already paid** for the ongoing subscription period (or any past periods). This includes cases where you cancel in the middle of a billing cycle or do not fully utilize the services offered. You will retain access until the period ends, and then not be charged further. *(The only exception is if applicable law requires a refund in a specific circumstance).*

- **Minimum Term Commitment:** If you attempt to cancel before fulfilling the minimum commitment of your subscription (see Section 1.1), you will still be responsible for any remaining fees for the initial term.

- **Confirmation of Cancellation:** We will confirm in writing (email) the receipt of your cancellation and the effective cancellation date. If you do not receive confirmation within a reasonable time, please follow up to ensure we have received your notice.

1.4 Cancellation or Termination by Bundl Creative Ltd. We reserves the right to **terminate or suspend** your subscription in the following cases:

- **For Breach or Non-Payment:** If you violate any material term of this Agreement or fail to pay fees when due (see Payment terms below), Bundl Creative Ltd may suspend the service and give you notice to remedy the breach. If you do not remedy the breach or pay the overdue amount within 1 month, we may terminate your subscription for cause. In such cases, you will not be entitled to any refund of fees already paid, and you will remain liable for any unpaid fees up to the date of termination. Bundl Creative Ltd reserve the right to withhold work produced if payment is overdue or if we terminate for your breach, until any such issues are resolved.

- **For Convenience:** Bundl may decide to discontinue providing services to you at our discretion. In such case, we will give you reasonable advance notice (at least 30 days where possible) that we intend to terminate your subscription at the end of your current billing period. If we terminate your subscription **without cause**, and you have already pre-paid for a future period, we will refund any amounts corresponding to the unused period.

- **Immediate Suspension:** If at any time we discover that you are using our services for unlawful purposes or in a manner that, in our judgment, could harm Bundl Creative Ltd operations. We reserve the right to immediately withdraw your access to our services, and do not have to supply to you any work commenced. We will notify you of the issue and where not promptly resolved to our satisfaction we will terminate your subscription. Using Bundl Creative Ltds' services unlawfully is strictly forbidden.

2. Fees and Payment

2.1 Billing and Payment By subscribing to our services, you agree to pay the applicable subscription fees as outlined in your selected plan or order. All fees are listed and charged in GBP (£) for both UK and international clients, unless a different currency is specified in your order or invoice.

Please note that these fees exclude any applicable taxes, such as VAT or sales tax. Where required by law, such taxes will be added to your invoice and clearly indicated. For example, UK clients will be charged VAT at the prevailing rate unless a reverse charge mechanism or exemption applies.

You are responsible for any taxes or duties related to your purchase of our services, excluding taxes based on our income.

Payment Method: You are **required to provide accurate and complete billing information**, which may include your full legal name or company name, billing address (including city, state/province, postal code, and country), a valid email address, and a valid payment method (such as credit card or direct debit details).

By submitting your payment information, **you confirm that you are authorized to use the specified payment method** and you grant Bundl Creative Ltd (or our designated third-party payment processor) permission to charge it for subscription fees on a recurring basis.

Recurring Charges: You authorize us to **automatically charge your designated payment method** for the subscription fee in advance of each billing cycle. For monthly plans, this means your card or account will be charged on the first day of each month, or on the monthly anniversary of your subscription start date. For annual plans, the full annual fee will be charged at the beginning of each 12-month period. If a billing date does not occur in a particular month (e.g., the 31st), the charge will be processed on the last day of that month. These recurring payments will continue until you cancel your subscription in accordance with Section 1.3.

No Set-Off or Withholding: All payments to Bundl Creative Ltd must be made in full, **without any set-off, counterclaim, deduction, or withholding**, except for any deduction or withholding of tax that is required by law. This means you cannot withhold payment or reduce the amount of a due fee because you are awaiting a credit, have a dispute, or claim any wrongdoing by Bundl, etc. If you believe you are owed any adjustment or have any dispute, you must still pay the full invoiced amount and then pursue the matter separately with us.

2.2 Payment Failure and Late Payments It is your responsibility to ensure that your payment information is up-to-date and that fees are paid on time. If **automatic billing fails** for any reason (for example, your credit card expires or a charge is declined by your bank), Bundl will notify you of the failure. We may re-attempt the charge within a short period, or we will issue an electronic invoice to you for the amount due. You agree to promptly pay any invoice by the due date stated. Our standard payment terms for manual invoices are **30 days**, meaning payment should be made within 30 calendar days from the invoice date, unless otherwise specified.

If an invoice remains unpaid **beyond 30 days**, Bundl Creative Ltd reserves the right to **suspend your service** (meaning we may put a hold on doing further design work or delivering files) until payment is made. If an invoice remains unpaid **beyond 60 days**, this will constitute a material breach of the Terms. We may then terminate your subscription for non-payment (as described in Section 1.4) and take steps to recover the owed amounts.

2.3 No Refunds All payments made to Bundl Creative Ltd are **non-refundable**, unless required by law or explicitly stated otherwise in these Terms. This policy applies to both subscription fees and any one-time charges, such as setup or template creation fees related to our services.

Once a payment has been processed for a subscription period, no refunds will be issued if you choose to cancel, downgrade, or do not fully use the service during that time. Our capacity planning and resource allocation are based on subscriber commitments, and we appreciate your understanding that unused time cannot be reimbursed.

If you believe exceptional circumstances warrant a refund—such as a significant failure on our part to deliver the service—you may contact us to discuss. However, we do not guarantee that a refund will be granted.

3. Service Delivery and Turnaround

3.1 Scope of Service Bundl Creative Ltd offers **on-demand graphic design services** through a subscription-based model. This gives you access to a dedicated design team or individual designer(s) who will work on your creative projects, including graphic designs, templates, illustrations, and other visual assets as provided under our service. Our model is built for fast design workflows that align with the flexibility of a subscription. Common use cases include social media graphics, posters, leaflets, logos, marketing collateral, presentations, and more.

While we aim to accommodate a broad range of design needs, **our service may not be suitable for highly complex, technical, or specialized design projects**. For example, Bundl Creative Ltd may not be the right fit for advanced 3D modeling or full-scale video production. We will make reasonable efforts to fulfill your requests but reserve the right to decline or suggest alternative solutions for work that falls outside the typical scope of our subscription service. If a request exceeds our standard offering, we'll notify you promptly and explore alternative options, such as a separate project agreement or a revised scope.

3.2 Request Submission and Queue To access our services, you'll submit design requests through Bundl Creative Ltd's designated channels. Typically, we'll provide access to your project management portal where you can complete online submission forms. During onboarding, we'll confirm the appropriate method for submitting your requests.

Each request should include clear and detailed specifications—such as a creative brief, output format, dimensions, text content, brand guidelines, and any other relevant information—to ensure our team can work efficiently.

All copy text must be provided by the client as part of each design request. Bundl Creative Ltd does not review or edit submitted copy for accuracy, tone, or suitability. It is the client's sole responsibility to ensure that all text has been internally reviewed and approved prior to submission. Bundl accepts no liability for errors, omissions, or outcomes resulting from unapproved, inaccurate, or unsuitable copy, including cases where the content fails to meet its intended purpose.

If you have multiple design needs, you're welcome to submit several requests. We'll queue them and process them one at a time, or concurrently if your subscription tier supports multiple active projects.

Workflow: In general, Bundl Creative Ltd works on a one-request-at-a-time basis per designer or team assigned to your account. Once you submit a request, we'll begin work and deliver either a draft or final design. If you have multiple requests in your queue, we'll proceed to the next one once the current task is completed or pending your feedback.

You're welcome to prioritise your queue by letting us know which tasks are most time-sensitive. Keeping a clear list of priorities helps us ensure that the most important work is delivered first.

3.3 Turnaround Time Bundl Creative Ltd is committed to delivering **prompt turnarounds** for design tasks. While actual delivery times may vary depending on the complexity of the request and our current workload, our typical goal is to provide an initial draft or update within 1–2 business days for most standard design projects. More complex requests - such as multi-page brochures or brand guidelines - may require additional time, potentially several days or more. We will review the requirements and communicate estimated timelines according to each project.

Business Hours: Bundl Creative Ltd is currently in its early stages of growth, and as we continue to build momentum, design projects will be scheduled around existing employment commitments in the short term. You're welcome to upload project briefs to our online portal at any time (including but not limited to standard working hours), and a team member will be available to respond. However, please note that design work will typically be carried out between 4:00 PM – 6:00 PM and 8:00 PM – 10:00 PM, Monday to Friday. While we'll do our best to accommodate urgent requests—including weekend work when necessary—we kindly ask for your understanding regarding our current operational hours whilst we find our feet!

Time Not of the Essence: All delivery times and dates provided by Bundl Creative Ltd are **indicative and intended as targets only**—they are not guaranteed. While we make every reasonable effort to meet your deadlines and **maintain a prompt turnaround**, time is not considered essential to our performance. Therefore, a delay in delivery—

such as receiving a design in three days instead of one—does not constitute a breach of contract, provided we are acting with reasonable care and effort.

If you have a fixed deadline (e.g., for a campaign launch or event), please communicate it clearly. We will assess its feasibility and, if accepted, prioritize your request accordingly. However, unforeseen delays may still occur. Bundl Creative Ltd is not liable for any loss or inconvenience resulting from turnaround times or missed deadlines, particularly when delays arise from factors beyond our control or from delays in receiving your feedback or input (see Section 3.4).

3.4 Client Cooperation and Revisions Successful design output is a collaborative process. **Your Responsibilities in the Process:** You agree to:

- **Provide clear instructions and assets** with each design request. This includes all relevant text, images, logos, brand guidelines, and any other materials to be used. You must have the legal right to use all content you submit (see Section 5 on Client Content).
- **Respond promptly with feedback or approvals.** Timely responses help us maintain momentum and meet delivery targets. If we're awaiting your feedback or clarification, the turnaround timeline will pause until we receive a response. Delays in your input will result in proportional delays in delivery.
- **Review all deliverables carefully** and either approve them or request revisions. We offer **unlimited revisions within reason**, meaning we'll continue refining the design until you're satisfied—provided the changes remain within the scope of the original request. Significant changes in direction or entirely new requests may be treated as separate tasks.

Design drafts and final files are typically delivered in standard formats such as PNG, JPG, or PDF. Source files (e.g., PSD, AI, or Figma) can be provided upon request for completed designs. It is your responsibility to thoroughly proof all deliverables - check for typos, confirm layout, colours, and imagery, and ensure the design meets your requirements before publishing or use.

All copy text must be provided by the client as part of each design request. Bundl Creative Ltd does not review or edit submitted copy for accuracy, tone, or suitability. It is the client's sole responsibility to ensure that all text has been internally reviewed and approved prior to submission. Bundl accepts no liability for errors, omissions, or outcomes resulting from unapproved, inaccurate, or unsuitable copy, including cases where the content fails to meet its intended purpose.

If any issues are identified, please notify us and we'll make corrections. Bundl Creative Ltd is not liable for any losses or damages resulting from errors that were present in a

deliverable and not flagged during the review process. **Once a design is approved or used in production, you accept full responsibility for any remaining errors or omissions.**

3.5 Service Limitations While we aim to accommodate unlimited design requests and revisions, Bundl Creative Ltd operates under fair use principles. This means we will work through your request queue diligently, but we may not be able to complete a large volume of complex tasks simultaneously within a short timeframe. If we determine that a client's usage significantly exceeds typical expectations—such as submitting dozens of large projects at once in a way that strains our team's daily capacity—we will initiate a conversation to establish a workable schedule or recommend an upgraded plan to ensure consistent quality and timely delivery for all clients.

Please note that our service focuses exclusively on design. We do not create original content outside of design—such as copywriting—unless explicitly included in your plan. You are responsible for providing the content (e.g., text, product images) to be used in your designs. We may assist with minor filler text or basic headlines, but substantial content creation must come from your side.

To enhance efficiency, Bundl Creative Ltd may use creative automation tools or design templates. For example, we may draw from our internal template library or use AI-assisted tools to accelerate delivery. Rest assured, all outputs will be customized to your needs and reviewed by our design team to ensure quality. The use of such tools does not affect your rights to the final deliverables (as outlined in Section 5). If any automated component includes specific licensing or usage restrictions, we will inform you accordingly.

4. Intellectual Property and Ownership of Deliverables One of the key benefits of Bundl Creative Ltd's service is that you retain the right to use the designs we create for your business. This section outlines how intellectual property (IP) rights are managed for the materials you provide to us ("Client Content") and for the final design outputs ("Deliverables") we produce. It also clarifies Bundl Creative Ltd's rights to reuse certain design knowledge, tools, or components developed during the course of our work.

4.1 Ownership of Final Deliverables

Client Ownership: Upon full payment of all fees for a given project or subscription period, the final design deliverables created by Bundl Creative Ltd become your property. Bundl Creative Ltd hereby assigns to you all rights, title, and interest in the final deliverables produced under these Terms, including any applicable copyrights, design rights, or other intellectual property rights—excluding Bundl's pre-existing intellectual property and non-client-specific assets (as defined below). In simple terms,

once paid in full, the graphics, images, and files we deliver are yours to use freely in your business. You may reproduce, distribute, publish, and adapt them without owing Bundl any royalties or ongoing fees.

Conditions: This transfer of ownership (or license, where applicable) is contingent upon full payment. If payment has not been received—or is later reversed or refunded without proper cause—Bundl Creative Ltd retains all intellectual property rights in the deliverables. In such cases, any use of those deliverables would constitute an infringement of Bundl’s rights. Once payment is properly completed, ownership transfers automatically as described.

Please note that your rights to the deliverables may be subject to third-party licensing terms for any components used (e.g., stock images, fonts). You will receive the same rights or licenses that Bundl is permitted to pass on, which may be governed by those third-party terms (see Section 5.2). We will inform you if any part of a deliverable is subject to such conditions.

4.2 Bundl’s Pre-Existing IP and Reuse of Assets Bundl Creative Ltd retains ownership of all pre-existing intellectual property and materials brought into a project, as well as the right to reuse general design knowledge, techniques, and non-client-specific elements developed during our work with you.

- **Pre-Existing IP:** If we incorporate any of our own templates, code, software, algorithms, or other proprietary tools developed prior to or outside of your project, those elements remain the property of Bundl. While they may be included in your deliverables, ownership of the underlying tools or frameworks is not transferred. Instead, you are granted a license to use them as part of the final deliverable. For example, if we use a proprietary Bundl template or automation script to generate your design, you may use the resulting design, but not the template or script itself outside of that context.
- **Reuse of Generic Components:** Bundl reserves the right to reuse any design elements or assets that are generic in nature and do not include your confidential information or distinctive branding. This includes illustrations, icons, styles, or code snippets that are not uniquely tied to your brand. We will never reuse your logos, trademarks, or proprietary content in work for other clients. However, we may repurpose general design techniques or non-identifiable assets—such as a generic infographic icon—for future projects or internal use. Any design know-how gained from working with you may also be applied to future work.

Summary: You own the specific final designs delivered to you, while Bundl retains ownership of the underlying tools and the right to reuse general design knowledge and

non-unique components. This approach allows us to continuously improve our services while ensuring you have full practical use of your deliverables.

4.3 License to Client Materials During the course of our work, you may provide us with various materials—referred to as “Client Materials” or “Client Content”—such as logos, brand guidelines, text, images, fonts, or other assets you own or have rights to. You retain full ownership of all intellectual property rights in the materials you or your licensors provide. Bundl Creative Ltd does not claim ownership of your pre-existing content.

To enable us to deliver services and create your designs, you grant Bundl a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, and adapt your materials for the duration of our engagement. This license allows us to incorporate your content into designs, adjust elements like charts or text, and combine your assets with our creative work. We will only use your materials for your projects and internal operational purposes (e.g., backups or testing). We will not share your raw materials with other clients or use them outside the scope of our services to you. Upon completion of our engagement or at your request, we will cease using your materials, except for archival copies retained for legal or record-keeping purposes.

4.4 Portfolio Rights (Use of Deliverables for Marketing) Bundl Creative Ltd takes pride in the work we produce for our clients and may seek to showcase **non-confidential** examples in our portfolio and marketing materials. By using our services, you agree that Bundl may feature final deliverables and your company name or logo on our website, in case studies, and across promotional content to illustrate the type of work we’ve completed—unless you request in writing that specific work remain confidential.

We fully respect confidentiality requests. If your project is sensitive or subject to a non-disclosure agreement (NDA), please inform us in advance or at the time of cancellation, and we will refrain from publicizing it. We will never include sensitive or non-public information in our portfolio. For example, if a design is confidential until a launch date, we will wait until it’s publicly released, or if it is never to be made public, we will not display it without your permission.

This portfolio usage is considered part of the value exchange for our services, allowing us to demonstrate our capabilities and experience. If you prefer that we do not use your name or project in any marketing materials whatsoever, please let us know, and we’ll be happy to discuss opting you out of this clause.

5. Client Responsibilities and Third-Party Rights In order for Bundl Creative Ltd to provide services effectively and to protect both parties, you (the Client) make the following promises and agree to the following obligations:

5.1 Client Representations and Responsibilities You represent, warrant, and agree that:

- **Business Use:** You are subscribing to Bundl Creative Ltd's services for business or professional purposes (on behalf of your company or organization), and not as an individual consumer for personal use. You confirm that you have the authority to enter into this agreement on behalf of the business you represent.
- **Legal Compliance:** You will use our services and deliverables in full compliance with applicable laws and regulations. You will not request or use Bundl Creative Ltd to produce any content that is unlawful, offensive, or infringes upon the rights of others.
- **Rights to Provided Materials:** All materials, content, and instructions you supply to Bundl Creative Ltd are either owned by you or properly licensed for your intended use. You confirm that you have secured all necessary rights and permissions to authorize Bundl to use these materials in your design projects. This includes, but is not limited to, text, images, graphics, logos, trademarks, and brand assets. You will not submit or request the use of any content that violates third-party intellectual property rights.
- **Third-Party Assets and Licensing:** If you ask Bundl Creative Ltd to incorporate third-party content (such as stock images, illustrations, or fonts you do not own), you are responsible for ensuring that such content is properly licensed. You may either provide the asset along with proof of license or instruct us to procure it on your behalf (as outlined in Section 2.5). In such cases, you are responsible for the associated costs, and the license will typically be issued in your name or transferred to you. You are also responsible for complying with any license terms attached to third-party assets used in the deliverables. Bundl will not knowingly violate third-party license terms and will inform you of any known usage restrictions.
- **Accurate Information:** All information you provide to Bundl Creative Ltd—including personal details, billing information, and project specifications—must be truthful and accurate to the best of your knowledge. You agree to promptly update us if any relevant information changes.
- **Use of Deliverables:** You will use the deliverables in accordance with these Terms and all applicable laws. If you publish or distribute the designs, you are solely responsible for the content and any resulting claims. For example, if the deliverable is an advertisement, you are responsible for the accuracy and legality of its claims. You agree not to use the deliverables in any way that could damage Bundl Creative Ltd's reputation or imply our endorsement without prior written consent.

5.2 Third-Party Claims and Content Liability When Bundl Creative Ltd creates designs based on your instructions and materials, there is a potential—however minimal—for intellectual property disputes or legal issues. You acknowledge and agree that Bundl will not be held liable for any infringement or license violation resulting from content, materials, or directives provided by you.

Bundl does not independently verify the ownership of every asset you supply or request. We operate under the assumption that you have the legal right to use all submitted content. If any material or instruction you provide results in a violation of third-party rights (e.g., copyright, trademark, or trade secret), you accept full responsibility for the consequences, including any claims, damages, or liabilities.

You agree to **indemnify and hold harmless Bundl Creative Ltd**, along with its officers, employees, and contractors, from any and all third-party claims, liabilities, damages, and costs (including legal fees) arising from:

- (a) your breach of these Terms;
- (b) any infringement or violation of third-party rights due to materials or instructions you provided;
- (c) your use of the deliverables beyond the scope of these Terms or in violation of applicable laws or license terms.

For example, if you direct us to use an unlicensed stock image and the rights holder initiates legal action, you will be responsible for defending and reimbursing Bundl for all related costs and damages.

Content Review: Bundl Creative Ltd does not pre-screen all content you submit. However, we reserve the right to refuse or suspend work on any project if we suspect it violates laws or third-party rights. Our involvement in a project does not imply legal clearance. You are ultimately responsible for reviewing and approving the content and legality of all deliverables. If your business operates in a regulated industry, it is your responsibility to ensure that all designs pass through your internal legal or compliance review processes.

5.3 Limitation on IP Warranty Bundl Creative Ltd makes every effort to ensure originality in the designs we deliver. We strive to produce custom work and avoid knowingly copying protected content. However, aside from the reuse of generic elements as permitted (see Section 4.2), we do not guarantee that deliverables will be entirely free from third-party claims of infringement. The design industry is broad, and similar concepts can arise independently.

Accordingly, unless explicitly stated in these Terms, all deliverables are provided **“as is”** with respect to intellectual property status. If you suspect that a deliverable may infringe upon someone else’s rights, you should notify us immediately and refrain from using it until the issue is resolved. We will make reasonable efforts to revise the design to avoid any conflict.

If a third party brings a claim alleging that a deliverable produced by Bundl Creative Ltd infringes their intellectual property rights, our liability will be limited as described in Section 6. If the claim arises from content or instructions you provided, your indemnification obligations may apply. Both parties agree to cooperate in good faith to address and resolve any such claims.

6. Limitation of Liability and Disclaimers

6.1 Disclaimer of Warranties Bundl Creative Ltd provides its services and deliverables on an “as is” and “as available” basis, without any warranties of any kind except those expressly stated in this Agreement. To the fullest extent permitted by law, Bundl disclaims all implied warranties or conditions, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Bundl does not guarantee that the services will meet all expectations or requirements, or that they will be uninterrupted, timely, secure, or error-free. While Bundl strives for quality and accuracy, it does not guarantee specific outcomes or results from the use of any design work.

The Client acknowledges that the creative process is inherently collaborative and subjective. Bundl will deliver professional-quality work and will make reasonable efforts to refine deliverables within the scope of the service, but does not warrant that deliverables will meet the Client’s preferences or serve a specific purpose without revision.

Bundl does not provide legal, marketing, or business advice. Any feedback or suggestions offered during the course of service are for general creative guidance only. The Client is responsible for seeking independent professional advice regarding legal clearance, trademark availability, regulatory compliance, and other matters.

6.2 Limitation of Liability To the maximum extent permitted by law, Bundl shall not be liable to the Client for any indirect, incidental, special, consequential, or punitive damages arising out of or relating to this Agreement or the services provided, even if Bundl has been advised of the possibility of such damages. This includes, without limitation, damages for loss of profits, revenue, business opportunities, data, or any other commercial or economic loss, as well as liability for third-party claims against the Client, except where such claims result from Bundl's intentional misconduct or breach of this Agreement.

Bundl's total cumulative liability to the Client for any and all claims arising from or related to the services or this Agreement, whether in contract, tort (including negligence), strict liability, or otherwise, shall not exceed the total fees paid by the Client to Bundl for services in the twelve (12) months immediately preceding the claim. If the claim arises during the initial twelve (12) months of service, the cap shall be the total fees paid up to the date of the claim. If no fees were paid (e.g., during a free trial), Bundl's total liability shall not exceed £100 GBP. This limitation is an aggregate cap and not a per-claim limit.

If the above limitation is deemed unenforceable under applicable law, Bundl's liability shall be limited to the minimum extent permitted by law.

Nothing in this Agreement shall exclude or limit Bundl's liability for personal injury or death caused by its negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded by law. The Client acknowledges that the services are provided for business purposes, and consumer protection laws may not apply.

Bundl shall not be liable for any delay or failure in performance caused by circumstances beyond its reasonable control, including but not limited to technical outages, power failures, or staff unavailability. Bundl will make reasonable efforts to recover lost time but shall not be responsible for any resulting losses.

If the Client is entitled to recover damages under one provision of this Agreement, the same damages may not be recovered under another provision. All limitations, exclusions, and disclaimers shall apply to the fullest extent permitted by law and shall survive the failure of any exclusive remedy.

6.3 Client Liability The Client is responsible for using the deliverables lawfully and appropriately. Bundl shall not be liable for any claims brought against the Client by third parties arising from the Client's use of the deliverables or services. For example, if a published design is alleged to be defamatory or infringing, the Client shall be solely responsible for defending and resolving such claims. Bundl's obligations are limited to the Client and expressly exclude liability to third parties.

7. General Provisions

7.1 Modifications to Terms Bundl Creative Ltd may update or modify the terms of this Agreement from time to time. If material changes are made, Bundl will notify the Client via email or by posting a notice in the Client's account portal or on Bundl's website. Changes shall apply prospectively from their effective date and shall not be retroactive.

If the Client does not agree to the revised terms, the Client may terminate the subscription at the end of the current billing cycle by providing notice prior to the effective date of the new terms. Continued use of the services after the updated terms become effective constitutes acceptance of the changes.

No unilateral modification shall shorten the subscription term or increase fees without prior notice. Updates are primarily intended to reflect legal requirements or operational improvements. The Client may contact Bundl with any questions regarding changes to the Agreement.

7.2 Confidentiality Both parties agree to maintain the confidentiality of any non-public information obtained from the other in the course of the subscription relationship. For example, Bundl Creative Ltd may receive confidential information about your business (such as marketing strategies or product plans), and you may gain access to Bundl's proprietary processes. Each party agrees not to disclose the other's confidential information to any third party without prior written consent, except as necessary to perform the services or as required by law. Bundl's employees and contractors may access your project information as needed, and all are bound by confidentiality obligations.

This confidentiality obligation does not apply to information that is publicly available or independently developed without reference to the other party's confidential information.

Note: If your company requires a separate Non-Disclosure Agreement (NDA), please provide it. In the absence of a separate NDA, this clause serves as the binding confidentiality agreement between the parties.

7.3 Non-Solicitation During the term of your subscription and for a period of twelve (12) months thereafter, you agree not to directly solicit for employment or contract any Bundl Creative Ltd employees or contractors who have worked on your account, without Bundl's prior written consent. Our team is a core asset, and we ask that you respect our relationship by not recruiting talent away from us.

If you hire a Bundl team member in breach of this clause, Bundl reserves the right to seek reasonable compensation, such as a placement fee equivalent to a percentage of the individual's annual compensation.

7.4 Assignment You may not assign or transfer this Agreement or your subscription to any other party without the prior written consent of Bundl Creative Ltd. This includes transferring your subscription to another client, entity, or outsourcing the service under your account to a third party.

Bundl may assign or transfer this Agreement to an affiliate or as part of a corporate reorganization, merger, or sale of substantially all of its assets, provided that your rights under this Agreement are not materially affected. These Terms shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

7.5 Entire Agreement These Terms, together with your subscription order, any applicable Master Service Agreement or Statement of Work (if separately executed), and any referenced policies or guidelines, constitute the entire agreement between you and Bundl Creative Ltd regarding the subscription services. They supersede all prior or contemporaneous agreements, proposals, negotiations, and communications—whether written or oral—relating to the subject matter herein.

In the event of a conflict between these Terms and a separately signed Master Service Agreement or custom contract, the terms of the signed agreement shall prevail to the extent of the conflict.

7.6 Severability If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable (or, if not possible, severed), and the remaining provisions shall remain in full force and effect.

Each provision of this Agreement operates independently. For example, if a portion of the limitation of liability is found unenforceable, the remainder shall still apply.

7.7 No Waiver No failure or delay by either party in exercising any right, power, or remedy under this Agreement shall constitute a waiver of that right or remedy. A waiver of any breach shall not be deemed a waiver of any subsequent breach.

To be effective, any waiver must be in writing and signed by the party granting the waiver.

7.8 Relationship of the Parties The relationship between you and Bundl Creative Ltd is that of independent contractor and client. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or franchise relationship. Neither

party is an agent of the other, and neither has authority to bind the other in any agreement with a third party.

Bundl's personnel are not your employees; they are either employees or contractors of Bundl. You agree not to represent yourself as an agent or representative of Bundl for any purpose.

7.9 Force Majeure Bundl Creative Ltd shall not be liable for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, power or internet outages, government restrictions, pandemics, or other events for which precautions are not typically taken in the industry.

In such cases, Bundl will make reasonable efforts to resume services or implement workarounds (e.g., remote operations). Your payment obligations remain in effect for services actually rendered. If a force majeure event continues for an unreasonable duration, either party may terminate the subscription with appropriate notice and without liability for the termination itself.

7.10 Notices and Communications Any notices or communications required or permitted under this Agreement (including notices of termination or legal disputes) shall be provided in writing. Bundl Creative Ltd will send official notices to the email or physical address provided in your account or order details. You shall send official notices to Bundl at the contact address listed on our website or any specific contact provided in your contract or invoice (e.g., our registered office or legal department email).

Email notices shall be deemed written and received on the date of sending, provided the sender does not receive an error or bounce-back notification. Notices sent by physical mail shall be deemed received when actually delivered to the other party.

For routine operational communications (such as clarifying a request or providing feedback), email or platform messaging is sufficient.

7.11 Third-Party Beneficiaries This Agreement is intended solely for the benefit of you and Bundl Creative Ltd. No third party—other than permitted assigns and Bundl's subcontractors with respect to protections outlined herein—shall have any rights to enforce any term of this Agreement. For example, your clients, affiliates, or partners are not parties to this Agreement and may not claim any benefit or rights under it.

The Contracts (Rights of Third Parties) Act 1999 (and any similar legislation in other jurisdictions) is hereby excluded to the extent it would permit third-party enforcement of these Terms.

7.12 Interpretation Headings in this Agreement are for convenience only and shall not affect interpretation. Words imparting the singular include the plural and vice versa. Any phrase introduced by terms such as “including,” “include,” or “in particular” shall be illustrative and shall not limit the scope of the preceding words.

If these Terms are translated into another language and any inconsistency arises between the English version and the translation, the English version shall prevail, except where prohibited by applicable law.

8. Governing Law and Jurisdiction

8.1 Governing Law This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales.

8.2 Jurisdiction Both parties agree that the courts of England and Wales shall have exclusive jurisdiction to resolve any dispute or claim arising out of or in connection with this Agreement. This does not limit Bundl Creative Ltd’s right to seek injunctive relief or enforce judgments in other jurisdictions, where necessary—for example, to prevent unauthorized use of intellectual property or to recover unpaid fees.

If you are located outside the United Kingdom, you acknowledge and agree to submit voluntarily to the jurisdiction of the UK courts for dispute resolution and waive any objections to such jurisdiction, including claims of forum non conveniens.

Bundl Creative Ltd values its international clients and will make reasonable efforts to resolve any issues amicably before pursuing formal legal action.

Contact Information If you have any questions or concerns regarding these Terms, or if you need to provide formal notice, please contact:

Bundl Creative Ltd

Email: hello@bundl.uk

Registered Office (UK): 27 Old Gloucester Street, London, United Kingdom, WC1N 3AX

By using our services or maintaining a subscription, you acknowledge that you have read, understood, and agreed to these Terms. Thank you for choosing Bundl Creative Ltd—we look forward to a creative and productive partnership.