theprintspace — Master Terms of Service & Privacy Policy

Version: 2026-09

Reader's guide — which Parts apply to you

These Terms are deliberately modular. You are bound by the **General Parts** plus whichever **Role Parts** match how you use our services.

If you…	You are a…	Read
Use our app, website, CreativeHub or Escher software at all	**User**	Parts 1–4 and 8–12
Sell artwork to your own customers and have us print & ship it on your instruction	**Creator** (seller/merchant of record)	+ Part 5
Order prints of your own files for yourself, or buy prints directly from us	**Direct Customer**	+ Part 6
Have separately engaged us to operate your storefront and act as merchant of record for you	**Managed-Store Client**	Part 2.2a(b) + your **Managed-Store Services Agreement** (separate document)
Receive a parcel we ship on a Creator's behalf	**Recipient**	Part 2.6 only — your contract is with the Creator, not us

Defined terms are capitalised and listed in **Schedule 1**.

PART 1 — INTRODUCTION & HOW THESE TERMS WORK

1.1 Who we are

The services described in these Terms are provided by the **Printspace group**, comprising:

- **Printspace Studios Limited** ("**Printspace UK**"), trading as "theprintspace", registered in England and Wales, company no. **06043884**, registered office 74 Kingsland Road, London E2 8DL, VAT no. **GB 913 1746 40**;
- **theprintspace GmbH** ("**Printspace DE**"), registered in Germany, HRB 88837 (Amtsgericht Düsseldorf), registered office Jahnstraße 18, 40215 Düsseldorf, USt-IdNr / VAT no. **DE273158335**; and
- **theprintspace USA** ("**Printspace US**"), theprintspace inc, a Delaware corporation (Delaware file no. 6345143), principal place of business STE 209, 55 Prospect Street, Brooklyn, New York 11201.

We trade as **"theprintspace"** and operate the brands and products **"CreativeHub"**, **"Escher"** / **"Create Drops"**, **"Artful Gallery"** and our apps, APIs and integrations (together, the "**Platform**"). The Platform comprises both (i) **software services** (the apps, website, CreativeHub, Escher, AI features, APIs and integrations) and (ii) the

request-and-management layer for our **physical print, finishing and fulfilment services**. Both are provided as described in these Terms.

In these Terms, "**we**", "**us**", "**our**" and "**Printspace**" mean **Printspace Studios Limited (Printspace UK)**, the entity you contract with under these Terms (**Part 11.1**), **regardless of which Printspace group entity invoices you or physically produces or ships your order**. The other Printspace group entities (Printspace DE and Printspace US) perform certain production, fulfilment, invoicing and data-processing functions on Printspace UK's behalf within the group; they are not separate parties to your contract, but they perform the services and have the benefit of the protections in these Terms (including Parts 2, 8 and 9) as provided in Part 12.4. **(Note: in the Direct Print Services flow (Part 6) and the Managed-Store flow (Part 2.2a(b)), the invoicing/selling Printspace entity sells to the customer as principal; see those Parts.)**

Contact / notices: info@theprintspace.com. DMCA / IP notices: see **Schedule 2**. EU notice-and-action and Responsible Person: see **Schedule 3**.

1.2 Acceptance and the contract

By creating an account, clicking "I agree", uploading content, placing or submitting an order, or otherwise using the Platform, you confirm that you have read, understood and agree to be bound by these Terms, the **Privacy Policy (Part 13)** and any product-specific terms presented to you. If you do not agree, you must not use the Platform.

We record your acceptance (version and timestamp) at each entry point at which you accept these Terms.

These Terms, together with the order details and any pricing presented to you in the Platform, form the entire contract between you and us in relation to the Platform and the services (the "**Contract**"), and supersede the six legacy and earlier documents they replace (the legacy CreativeHub/theHub user, customer, terms-of-use and sale terms, the theprintspace.co.uk terms, and the prior Escher terms).

1.3 Eligibility

You may use the Platform only if you are at least **18 years old** and able to form a binding contract. If you use the Platform for or on behalf of a business or other legal entity, you confirm you have authority to bind it, and "you" includes that entity. We may refuse, suspend or terminate any registration at our discretion, subject to Part 10 and any mandatory law.

1.4 Changes to these Terms

We may amend these Terms from time to time. We will post the updated version with a new version date and, where the change is material or where required by law (including the EU Platform-to-Business Regulation — **Part 11.2**), give you advance notice (at least **15 days** for material changes to the Platform terms affecting Creators, unless a shorter period is required to comply with law, address a security/legal risk, or relates to a feature you have not yet used). Your continued use after the effective date constitutes acceptance. If you do not accept a change, your remedy is to stop using the Platform and close your account.

1.5 Priority

If there is a conflict, the following order of priority applies (highest first): (a) mandatory consumer-protection law that cannot be excluded; (b) the governing-law, jurisdiction and EU regulatory terms in **Part 11**; (c) a **Managed-Store Services Agreement** or other signed agreement between us, for the matters it covers (Part 2.2a(b)); (d) any product-specific or order-specific terms expressly accepted by you; (e) the Role Part that applies to you (Part 5 or 6); (f) the General Parts; (g) the Privacy Policy.

PART 2 — OUR ROLE: WHAT WE ARE, AND WHAT WE ARE NOT

This Part is the foundation of the Contract. It defines the boundary of our responsibility. Every other Part is read subject to it.

2.0 The ways you may use our services

Our role, and whether we act as a neutral supplier or as a principal seller, depends on **which service you use**:

- **(a) Creator fulfilment (Part 5).** You sell to your own customers through your own storefront/channel and instruct us to print and ship. **You are the seller and merchant of record; we are your neutral fulfilment supplier.** Parts 2.1–2.6 apply in full.
- **(b) Direct Print Services (Part 6).** You order prints of your own files, for your own use, directly from us (e.g. via CreativeHub, the Artful Gallery ordering app or theprintspace.co.uk). **Here we sell the print services to you as principal** — you are our customer. This is a sale by us *to you*; it is not us selling *your* artwork to a third party, and it does not make us the seller in any Creator-fulfilment sale (Part 2.2).
- **(c) Managed-Store / Merchant-of-Record services (Part 2.2a(b)).** Where you separately engage us to operate your storefront and act as merchant of record, **that separate Managed-Store Services Agreement governs**, and we may there act as seller/MoR and receive sale proceeds — by express agreement only.
- **(d) Software and Platform use (Parts 3–4).** All Users are bound by the Platform, content, IP and warranty terms regardless of which of the above applies.

2.1 We are a neutral print-and-fulfilment provider (Creator fulfilment)

In the Creator-fulfilment flow (Part 5), Printspace provides **manufacturing, printing, finishing and logistics services**, and the **software** used to request and manage them. We physically produce prints and related products to the digital files and specifications **you** supply and instruct us to make, and we arrange their delivery. We perform these services as a **supplier of services to you**, on a business-to-business or service-provider basis.

2.2 What we are NOT (in a Creator's sale to the Creator's customer)

For the avoidance of all doubt, and to the maximum extent permitted by law, **in relation to any sale of artwork or products by a Creator to that Creator's customers**, **Printspace is NOT, and does not act as:**

- the **seller**, **reseller**, **retailer** or **vendor** of the artwork or product to the end customer;
- the **merchant of record**, party to, or guarantor of, any sale contract between a Creator and that Creator's customer;
- the Creator's **agent**, broker, partner, joint venturer or representative for concluding sales, dealing with the Creator's customers, or any other purpose, except the limited, expressly-stated fulfilment instructions in Part 5;
- a **marketplace**, **payment processor**, **money-services business** or **marketplace facilitator**;
- a **publisher, curator, editor or selector** of any content, image, design or product;

- a **copyright, trademark, licensing, authenticity, quality-assurance or legality verification** service; or
- a **financial, legal, tax, insurance or business adviser**.

In that Creator-fulfilment context we do not take title to a Creator's artwork or to the end-customer's order, we do not set the Creator's retail prices, we do not enter into the sale, and we do not receive the proceeds of the sale as principal. The contract of sale for any such artwork is **directly between the Creator and the Creator's customer** (typically formed and processed through the Creator's own storefront, e.g. Shopify, with payment to the Creator's own payment account), and **Printspace is not a party to it**.

2.2a Two flows where we DO act as principal — and how they relate to 2.2

The statements in Part 2.2 are **specific to a Creator's sale to the Creator's customer**. They are not a global identity claim and are not contradicted by the following, in which we openly act as a principal:

- **(a) Direct Print Services (Part 6).** When you order prints of your own files for your own use, **we sell those print products/services to you as principal**; the selling/invoicing Printspace entity is your counterparty, takes your payment, issues the invoice, accounts for VAT/sales tax on that sale, and handles refunds of that sale, all under Part 6. This is entirely consistent with Part 2.2: it is a sale by us to you of our services, not us acting as seller of a Creator's artwork to a third party.
- **(b) Managed-Store / Merchant-of-Record services.** Where you have **separately signed a Managed-Store Services Agreement** with us under which we operate your storefront and act as your merchant of record (including receiving your customers' payments, accounting for the relevant taxes on those sales, and remitting your margin to you), **that agreement governs that relationship and prevails over Part 2.2 to the extent of any conflict**. Absent such a signed agreement, we do **not** act as your merchant of record, do not receive your sale proceeds as principal, and do not make payouts to you.

2.3 The "conduit" principle (Creator fulfilment)

In the Creator-fulfilment context we act as a **neutral conduit and manufacturer-for-hire**: we execute the Creator's instruction to reproduce and ship a file the Creator has selected and is legally entitled to exploit. We exercise **no editorial control** over, and make **no selection, endorsement or curation** of, the content we are instructed to print. Our position is analogous to that of a commercial printer or carrier that produces or moves goods to a customer's order — not that of the seller of those goods.

2.4 You are responsible for your sale (Creator)

If you are a Creator, **you alone** are responsible for: your products, listings, descriptions, claims and pricing; the legality of what you sell and where; your contract with and duties to your customers; consumer rights, refunds, returns, warranties and after-sales service; product-safety, labelling and compliance obligations to your customers; and the collection and remittance of all sales taxes, VAT, GST and duties on your sales (see Parts 5.7 and 7). We help you operate; **we do not assume your obligations as seller.**

2.5 No guarantee of sales, revenue or profit

The Platform is a set of tools that may help you sell and may help you make money. **We do not promise, guarantee or warrant any level of sales, revenue, profit, margin, audience, ranking, conversion, advertising return or commercial success, and we accept no liability whatsoever for your failure to achieve any of them.** Any estimates, projections, recommendations, pricing suggestions, margins, advertising outcomes

or analytics shown in or produced by the Platform (including AI-generated outputs — Part 3.5, and advertising/growth assistance — Part 3.5a) are illustrative only and are not advice, forecasts or guarantees. Your commercial results depend on factors outside our control.

2.6 Recipients / end customers

Where we ship a product to a person other than the Creator (a "**Recipient**") on a Creator's instruction:

- our service is provided **to the Creator**, not to the Recipient; **we have no contract with the Recipient**;
- the Recipient's contractual rights in respect of the product (including any right to reject, return, refund, repair or compensation) are **against the Creator**, as seller, under the Creator's terms and applicable consumer law;
- nothing we do (including shipping in neutral or Creator-branded packaging, enclosing a certificate of authenticity, providing first-line buyer support through our help centre, or handling a query as a courtesy or operational convenience) makes us the seller of, or a party to the sale of, the product; and
- to the maximum extent permitted by law, we exclude all liability to Recipients, and any claim a Recipient may have that cannot lawfully be excluded is limited as set out in Part 8 and is the Creator's responsibility under Part 9. Nothing in this clause affects a Recipient's non-excludable rights against us in respect of death or personal injury caused by our negligence, or product-safety rights that cannot be excluded by law.

PART 3 — PLATFORM, SOFTWARE, APP & WEBSITE TERMS

Applies to all Users.

3.1 Your account

You must provide accurate, current and complete registration information and keep it updated. You are responsible for safeguarding your credentials and for all activity under your account. Notify us promptly of any unauthorised use. We may verify your identity and refuse, restrict or reclaim usernames at our discretion.

3.2 Licence to use the Platform

We grant you a limited, non-exclusive, non-transferable, revocable licence to access and use the Platform for its intended purpose, subject to these Terms. We reserve all rights not expressly granted. **This revocable licence concerns the Platform software itself; your rights in the store pages, listings and marketing content we generate for your own store are addressed separately in Part 3.5b, which survives termination.**

3.3 Our intellectual property

We and our licensors own all rights in the Platform, including its software, APIs, user interfaces, designs, templates, branding, documentation, and the AI models, prompts and weights we provide (excluding **Your Content** and the **Generated Store Content** licensed to you under Part 3.5b). You may not copy, modify, reverse-engineer, scrape, resell, or create derivative works from the Platform except as permitted by law or expressly authorised. Our name, logos and the marks "theprintspace", "CreativeHub", "Escher" and "Create Drops" may not be used without our written permission.

3.4 Availability, changes and security

The Platform is provided on an "**as is**" and "**as available**" basis. We do not warrant that it will be uninterrupted, timely, secure, error-, bug- or virus-free, or that defects will be corrected. **We do not guarantee any uptime, availability, service level or response time, and we are not liable for any downtime, interruption, suspension or degradation of the Platform.** We may suspend, withdraw, restrict or change all or part of the Platform, with or without notice.

The Platform is not a storage or backup service. While we are providing the services and your account is open, we retain Your Content (including uploaded images) for as long as we reasonably need to provide the Platform and the services you request, which may be for an extended or indefinite period; **but we do not guarantee storage, retention, security against all risks, or recoverability, and you must keep your own master copies of Your Content** (see Part 8). We may apply, change or remove retention, access-control and deletion practices from time to time. You must not introduce malware, attempt unauthorised access, conduct denial-of-service attacks, circumvent security, or misuse the Platform; doing so may be a criminal offence (e.g. under the UK Computer Misuse Act 1990 or the US Computer Fraud and Abuse Act) which we will report and assist in prosecuting.

3.5 Recommendations, AI features and automated setup

The Platform generates and provides **recommendations, suggestions, calculations and automated content** for you, which may include: print sizes and formats; **indicative pricing calculations** (note: retail and production prices are generally **derived deterministically from cost and your settings**, not generated by a large language model); edition-size administration; **framing and product recommendations**; product descriptions and metadata; product mock-up images and visualisations; store layout, theme and styling options; and the generation of pages, listings and products that we may, **where you enable or request it, publish, synchronise or push to your store**.

All of this is provided as advice and assistance only, on a commercially reasonable-efforts basis, with no guarantee. You acknowledge and agree that:

- recommendations, calculations and AI outputs may be **inaccurate, incomplete, biased, non-novel, out of date or unsuitable**, and may resemble third-party material;
- **we are not obliged to detect, check or correct errors** in your setup, your store, your data, your listings, your prices, or our own recommendations;
- **everything remains your responsibility** — your store, your pages, your listings, your prices, your descriptions, your policies and your compliance — and **you are responsible for reviewing, verifying, editing and approving** every recommendation, page, listing, product or price before you rely on it or allow it to go live; and
- **margins, costs and profit figures are estimates only**; you must **calculate your own margins from your own data**, and we do not guarantee any margin, price accuracy or commercial result (Part 2.5).

3.5(i) Automated publishing, pushing and synchronisation — your authorisation. Some features publish, push or synchronise pages, listings, products, prices, sizes or content to your live store or connected platforms. **Where you enable or trigger any such automated feature, you authorise that publishing/synchronisation, you configure its parameters, and you acknowledge and accept that — by choosing automation — you have elected to forgo per-item human review, and that full responsibility for everything published, pushed or synchronised remains yours.** We are a **software tool executing your own configured instructions** (Part 3.5(iii)); we do not independently review what is published on your behalf.

3.5(ii) Pricing, sizing and sync errors. To the maximum extent permitted by law, **we accept no responsibility or liability for any error, inaccuracy, mispricing, mis-sizing, currency error, omission or loss in any recommendation, calculation, generated page, listing, product, price, description, configuration, or in any automated publishing or synchronisation — whether arising from your inputs, a third-party platform or API, latency or connection failure, data drift, or a defect in our own software — because we provide these as tools and advice only and you are responsible for checking, auditing and approving them.** Without limiting Part 2.5 or Part 8, this expressly covers losses such as items sold at the wrong price (for example a product listed at a fraction of its intended price by automation or sync). You should set and maintain your own guardrails (e.g. price floors and approval thresholds) and **audit your live store immediately after any generation, publish or sync**. This is separate from, and does not affect, our limited remedy for **physical manufacturing defects** in Parts 5.5 and 6.3.

3.5(iii) Not agency; software executing your instructions. Our generation, publishing, synchronisation, advertising-assistance and similar features are a **software (and, where stated, assisted-service) tool that executes the instructions and configuration you choose**. In using them, **you remain the principal and the actor**; we are not appointed as, and do not act as, your agent, and nothing in these features makes us a party to, or responsible for, your store, your sales or your communications with your customers (reinforcing Parts 2.2 and 12.2).

3.5(iv) No warranty as to AI output IP. We make **no representation or warranty** that any AI-generated description, metadata, image, layout or other output is original, copyrightable, exclusive to you, or free of third-party rights. Under current guidance in some jurisdictions (including the US Copyright Office), purely AI-generated material may not be protectable by copyright. You are responsible for clearing and, where relevant, adding your own authorship to such output before commercial use.

The Part 4 warranties and the Part 9 indemnity apply to any recommendation, AI output, generated content or automated action you choose to use, enable, publish or push to your store as if it were Your Content.

3.5a Growth, advertising and marketing assistance

Where you use our growth, advertising or marketing-assistance features or services (for example, our assisted setup and deployment of paid lead-generation or advertising campaigns, or the connection of your own email, social or advertising accounts):

- **You are the advertiser, sender and data controller of record.** Campaigns, ads, messages and content are run for, and attributed to, **you**, using **your** connected advertising, social, email and analytics accounts. You hold and are responsible for all necessary **consents, opt-ins, lawful bases and disclosures** (including under GDPR/UK GDPR, PECR, CAN-SPAM, the TCPA and CASL as applicable) for any marketing, lead-capture or messaging conducted through or enabled by the Platform.

- **Ad spend is yours.** You authorise, fund and are solely responsible for **all advertising spend** incurred on your connected accounts, whether configured by you or set up by us at your request. We may apply test/budget controls as a courtesy but **do not guarantee** that spend will be capped, that campaigns will perform, or that you will achieve any return (Part 2.5).

- **Lead and consumer data.** Where a campaign captures leads or other personal data, **you are the controller** of that data, responsible for its lawful collection and use; we process it on your behalf under Part 13.10 and provide it to you for your use.

- **Drafted policy/consent text is a template aid, not legal advice.** Any privacy-policy text, consent wording, lead-form copy, FAQ or similar that we draft or suggest is a **template aid for you to review, adapt, adopt and own** — it is **not legal advice** and we do not warrant its sufficiency for your business or jurisdiction.

- **We disclaim outcomes outside our control**, including ad performance, deliverability, blacklisting, sender-reputation, and suspension or restriction of your third-party advertising, social or email accounts.

3.5b Generated Store Content — your licence on exit

Where we generate store pages, listings, product descriptions, layouts, marketing copy or similar content **for your own store** ("**Generated Store Content**"), then notwithstanding Parts 3.2 and 3.3, **we grant you a perpetual, irrevocable, worldwide, royalty-free licence to use, reproduce, modify and display that Generated Store Content for your own store and business, surviving termination of the Contract.** This does not grant you any rights in the Platform software, our models, templates, workflows or know-how, or in any third-party materials.

3.6 Third-party services and integrations

The Platform integrates with third parties (e.g. **Shopify**, **Stripe**, payment processors, Etsy, WooCommerce, Squarespace, Wix, BigCartel, social, advertising, email/ESP, analytics and courier providers). We act only as an integration facilitator. We are not responsible for, and exclude all liability for, third-party services, their availability, acts, omissions, fees, data handling, payment errors or failures, account suspensions, API changes or policy changes. Your use of third-party services is governed by their own terms, which you must comply with, and you are responsible for ensuring you are authorised to connect any account you connect.

Operational controls. To comply with third-party platform limits, security requirements and our own stability needs, **we may throttle, queue, batch, defer, retry, roll back or skip** automated actions, and operations may be processed asynchronously and with eventual consistency. We do not promise immediacy or completeness for any automated or synchronised action. Where a connected platform requires it (for example Shopify's mandatory privacy/redaction webhooks), we will act on those requirements, including erasing or redacting data as required (Part 13).

3.7 Acceptable use & prohibited content

You must comply with the **Acceptable Use Policy in Schedule 4**. We are **not obliged to monitor or review** content or activity (Part 4.4), but we may, and we may remove content, decline or cancel orders, withhold payouts (where applicable under a separate agreement), and suspend or terminate accounts for breach, suspected breach, legal risk or as required by law (Part 10).

PART 4 — CONTENT, INTELLECTUAL PROPERTY, WARRANTIES & TAKEDOWN

Applies to all Users who upload, submit or order the printing of any content. This is the Part that keeps the rights-holder (the "Disney/Star Wars" claim) off our back.

4.1 "Your Content"

"**Your Content**" means everything you upload, submit, generate, select for printing, or make available through the Platform — images, artwork, designs, files, text, descriptions, metadata, signatures, certificates and marketing material — and everything we are instructed to reproduce, print, finish or ship for you.

4.2 You keep your rights; you licence us to perform

You retain all intellectual property rights in Your Content. You grant Printspace a **non-exclusive, worldwide, royalty-free licence** to **host, store, back up, reproduce, copy, scan and digitise, manipulate, edit, adapt, resize, colour-manage, prepare and optimise** Your Content (including to prepare it for display in your store and for printing and finishing), to **generate product mock-ups, visualisations, composited signatures and edition-numbering and similar derivative images from Your Content** for use in your store and on your products, to **print, finish, transmit and ship** it, to **create pages, listings, descriptions and other content on your behalf** for you to review and publish, and to **disclose and transmit it to the third parties and sub-processors we use to provide the Platform and the services and recommendations you ask for — including hosting, print, fulfilment, courier and AI/automation providers** — in each case **as necessary to provide the Platform and the services you request** (including producing and delivering products to you or to Recipients), and, where you opt in, to feature Your Content in our promotion of the Platform.

We will use **reasonable endeavours** to store your high-resolution images so that we can provide these services, **but we do not guarantee storage, and the Platform is not a backup service (Part 3.4) — you must keep your own master copies of Your Content.**

This licence ends when you delete the content or close your account, except (i) the Generated Store Content licence in Part 3.5b, and (ii) to the extent we must retain content to complete pending orders, comply with law, or exercise/defend legal claims. **For the avoidance of doubt, although we may send your images (or derivatives or thumbnails of them) to AI/automation providers to deliver the services and recommendations you ask for, this licence does not permit us — or them — to use your images or artwork to train generative image-generation models, and we will not do so (see Part 13.4a).**

4.3 Your warranties and undertakings (IP, rights and clearances)

Each time you upload, submit, generate, order or instruct the printing of Your Content, **you represent, warrant and undertake to us on a continuing basis that:**

a. you are the **sole and lawful owner** of, or hold all **valid licences, rights, consents and permissions** for, all intellectual property and other rights in Your Content, and you have the right to commercialise it and to authorise us to reproduce, print, ship, and create the derivative images described in Part 4.2 from it;

b. Your Content, and our reproduction, printing, finishing, shipping, generation of derivatives, and your sale of it, **do not and will not infringe or misappropriate** any third party's copyright, trademark, trade dress, design right, patent, database right, trade secret, right of publicity/personality, moral right, right of privacy, or any other right, **anywhere we produce or deliver**;

c. Your Content is **not counterfeit**, and does not use any third party's brand, character, logo, name, likeness or persona (for example, but not limited to, entertainment, sports, fashion or media brands and characters) without all necessary rights and licences;

d. where Your Content depicts an identifiable person, product, trademark, building or artwork, you hold all necessary **model, property and other releases and consents**;

e. Your Content is **not defamatory, obscene, unlawful, hateful, harassing or deceptive**, does not promote violence or discrimination, complies with the **Acceptable Use Policy (Schedule 4)**, and complies with all applicable laws in every jurisdiction where you sell or we deliver;

f. your listings, descriptions, claims, prices and edition statements are **accurate and not misleading**, and you comply with all consumer-protection, advertising, product-safety, labelling and e-commerce laws applicable to your sales; and

g. you are **not aware** of any claim, threatened claim or circumstance suggesting any of the above is or may be untrue, and you will **notify us immediately** if you become aware of any.

These warranties are fundamental to the Contract and to our pricing. They survive termination.

4.4 We do not, and are not obliged to, review or verify

You acknowledge and agree that **Printspace does not pre-screen, review, monitor, verify or check** Your Content, your rights in it, its quality, colour, legality, or whether it infringes any third-party right, and **we are under no obligation to do so**. We have no knowledge of, and do not investigate, the rights position of any content we are instructed to print. Any right we reserve to review or remove content is a right, **not a duty**, and its exercise (or non-exercise) does not make us the curator, publisher or seller of any content, nor create any duty of care to you or any third party to detect infringement or unlawful content.

4.5 Right to refuse, remove, suspend and cancel

We may, at our discretion and without liability, **decline, halt or cancel** any order or job; **remove or disable** any content; **withhold or reverse** payouts (where applicable under a separate agreement); and **suspend or terminate** accounts, where we reasonably consider that content or activity may be unlawful, infringing, counterfeit, unsafe, in breach of these Terms, or the subject of a credible complaint, or where required by law or to protect us, our staff or third parties. Where we cancel an order already paid by a Recipient, the refund is the Creator's responsibility (Part 5).

4.6 Copyright notice-and-takedown (US DMCA — 17 U.S.C. §512)

We comply with the US Digital Millennium Copyright Act and operate a notice-and-takedown process. Rights-holders may send a compliant notice to our **Designated Agent (Schedule 2)**. On receipt of a valid notice we will expeditiously remove or disable the identified material and, where appropriate, cancel related orders. We maintain and reasonably implement a policy for the **termination, in appropriate circumstances, of repeat infringers** (Part 4.8). A user whose content is removed may submit a counter-notification as provided in Schedule 2.

4.7 EU notice-and-action (Digital Services Act)

For users and content in the EU/EEA, we operate a **notice-and-action mechanism** under the EU Digital Services Act (Schedule 3): any person may notify us of allegedly illegal content; we will assess notices diligently, act where appropriate, and provide a statement of reasons to affected users where required. We may also act voluntarily to detect and remove illegal content without losing any liability protection ("Good Samaritan" principle).

4.8 Repeat infringers; trademark and other IP claims

We will, in appropriate circumstances and at our discretion, **disable or terminate** the accounts of users who are the subject of repeated or serious infringement notices or who we reasonably believe are engaged in infringing or counterfeit activity. We act on credible **trademark, right-of-publicity and other IP** complaints in the same way as copyright complaints. You authorise us to **disclose your identity and relevant details** to a complainant, law-enforcement or a court where we reasonably consider it appropriate or are legally required to.

4.9 Your indemnity for content

Your liability for breach of this Part, and your indemnity for third-party IP, publicity, counterfeit, defamation and content claims (including any claim by a brand or rights-holder such as the "Disney/Star Wars" scenario), is set out in **Part 9** and is **uncapped** to the extent stated there. It expressly includes claims arising from the derivative

images we generate from Your Content at your request, and our right to recover from you sums we pay to any rights-holder (Part 9.1).

PART 5 — CREATOR FULFILMENT TERMS (print-on-demand for resale)

Applies if you sell artwork/products to your own customers and instruct us to print and ship. You are the "Creator". This Part operationalises Part 2.

5.1 The model

You sell directly to your customers through your own storefront, channel or marketplace (e.g. **Shopify**), taking payment to **your own** payment account. **You are the seller and merchant of record.** When your customer places an order, your systems (or our app/integration) transmit the fulfilment order to us. We then print, finish and ship the product to your customer **as your fulfilment supplier and on your instruction**, applying neutral or your-branded packaging as configured. We invoice and charge **you** for our fulfilment services (typically via your saved payment method or account). **Our contract is with you; your contract for the sale is with your customer** (Part 2). *(If instead you have engaged us to operate your store and act as merchant of record, the separate Managed-Store Services Agreement applies — Part 2.2a(b).)*

5.2 Our service to you; acceptance of fulfilment orders

Each fulfilment order is an instruction from you to us to manufacture and ship to your specification. We may accept or decline any fulfilment order at our discretion (Part 4.5). Acceptance occurs when we dispatch or notify dispatch; risk and the production relationship are governed by this Part. We may cap order values, volumes or prices, and may apply fraud, sanctions and content checks.

5.2a Made to order; orders are final; returns at our discretion

All products are **made to order** to the specification you submit. Accordingly, **once you submit a fulfilment order it is final and may not be cancelled, amended or revoked** unless we expressly agree in writing, which is **entirely at our discretion**. Because products are made to order, **we accept returns entirely at our discretion** and are under no obligation to accept any return or give any refund, save to the limited extent of the **non-excludable minimum obligations** that applicable consumer or sale-of-goods legislation imposes on a business in our position (for example, where a product is faulty, not as described, or not of satisfactory quality). Any return we do accept beyond that minimum is a discretionary goodwill matter and sets no precedent. Your own customers' cancellation, return and refund rights are a matter between you and them (Part 5.6).

5.3 Specifications, files, colour and size tolerances

You are responsible for supplying production-ready files and correct specifications. Products are hand-produced; **final sizes may vary marginally** from stated sizes, and **on-screen colours are illustrative and may differ** from the finished product. We provide ICC profiles and soft-proofing guidance as an optional aid only; we are not liable for variations arising from your file preparation, your monitor, or the inherent tolerances of colour management. Colour matching to 100% fidelity is not possible and is not warranted.

5.4 Production estimates, delivery, risk and title

Production and delivery times are **estimates only** and not guaranteed; we are not liable for delays caused by events outside our reasonable control (Part 8.7). Delivery, carriage and the point at which risk passes are handled by our carriers; as between you and us, our responsibility for a product ends on hand-over to the carrier or completion of delivery, save for our limited remedy in Part 5.5. **As between you and your customer**, risk, title, delivery and acceptance are governed by your sale contract and applicable law — that is your responsibility as seller.

5.5 Defects, reprints and our sole remedy ("satisfaction" promise, bounded)

If a product we manufacture is **defective due to our printing, finishing or materials** (and not due to your files, specifications, your customer's handling, or the carrier), our **sole obligation and your sole remedy** is, at our option, to **reprint and reship** the product or to **credit/refund the production and shipping charges you paid us** for that item. We do not reimburse your retail margin, your customer goodwill payments, or any refund you choose to give your customer beyond the charges you paid us, and we are not otherwise liable (Part 8). Any "no-quibble", "satisfaction" or "guarantee" messaging is given effect **only** through this remedy and does not expand our liability or create any separate or unlimited promise. Quality/defect claims (including any claim that a product was defective, damaged in production, or **damaged in transit or the post**) must be notified to us within **14 days** of delivery. **We reserve the right, entirely at our sole discretion, to require you (or your customer) to evidence the claim before we accept it, reprint or refund — by supplying clear photographs/images of the product and its packaging, and/or by returning the item to us for inspection.** Whether we ask for such proof in any given case is at our discretion, and not asking in one case does not waive our right to ask in another.

5.6 Returns, refunds and customer service are yours

Because you are the seller, **you handle your customers' cancellations, returns, refunds, chargebacks, warranties, consumer-law rights and after-sales service.** We are not obliged to operate, fund or administer your returns or refunds. If, as a courtesy, through our help centre, or by separate written arrangement, we assist with a buyer query or a return, we do so **as your service provider, without admission that we are the seller**, and any cost is for your account. You will indemnify us for amounts we are required to pay your customers (Part 9).

5.7 Taxes on your sales — critical

You are the seller for tax purposes. You are solely responsible for determining, collecting, reporting and remitting all **sales tax, use tax, VAT, GST, import duties and other taxes** on your sales to your customers, and for all registrations, invoices and filings, in every jurisdiction where you have obligations. You will:

a. act as, and hold yourself out as, the **seller/retailer of record** (e.g. via your Shopify tax configuration), and not represent that Printspace is the seller or marketplace facilitator;

b. where we supply you on a business-to-business basis, provide valid **VAT/tax registration, reverse-charge, resale or exemption certificates** we reasonably request, so that we are not treated as the retailer of your sale; and

c. indemnify us (Part 9) for any tax, penalty or interest assessed against us as a result of your sales or your failure to comply.

We charge you for **our** services (printing, finishing, shipping, Platform fees) and account for tax on **our** charges to you only. We do not collect or remit tax on **your** sale to your customer.

5.8 Fees, payouts, set-off and chargebacks

Our fees and charges are as presented in the Platform and may change on notice (Part 1.4). Where, under a separate agreement, we collect any sums on your behalf or hold any balance, we may **deduct and set off** our fees, charges, refunds we have funded, chargebacks, taxes, and any sums you owe us, against amounts otherwise payable to you, and may charge your payment method or invoice you for any shortfall. You are responsible for all chargebacks and payment-provider fees relating to your sales. In the standard Creator-fulfilment flow **we do not handle your customers' funds**; your customers pay you through your own storefront/processor (e.g. Shopify/Stripe), and their terms govern.

5.9 Editions, certificates and signatures

If you use limited-edition, certificate-of-authenticity or signature features, you are responsible for the accuracy and integrity of edition numbers and authenticity claims, and you warrant you will not exceed your stated edition size. These features are administrative tools; **we do not verify or guarantee authenticity, provenance or edition compliance.**

5.10 Neutral/white-label fulfilment and product-safety identification

We can ship in neutral or your-branded packaging. **Note the tension:** product-safety and consumer law (e.g. the EU **GPSR** and US/UK product-safety and labelling rules) may require an identifiable **responsible economic operator / seller** and certain information to appear on the product, packaging or listing. You are responsible for your seller-identification, labelling and product-safety compliance to your customers. Where we are the manufacturer for safety-law purposes, we will provide reasonable information to meet our own legal obligations (Schedule 3), but **white-label shipping does not transfer your seller/compliance obligations to us.**

5.11 Referral programme

From time to time we may invite Creators who have been selling with us to refer other artists (the "referral programme"). Where we do:

a. a reward (currently print credit to the value of £100, €115 or $130, depending on the currency of your account) is earned only once the person you referred has opened their own account through your personal link or code and has paid us at least £100 (or the equivalent) in fulfilment charges or auction commission, and is paid 14 days after the order that takes them past that figure; at most ten rewards are paid to any one account in a rolling twelve months;
b. the person you refer receives one welcome incentive, either their first print-on-demand order fulfilled free (up to £100, €115 or $130) or their first auction with no seller's commission, whichever they use first;
c. print credit is applied against your fulfilment charges and print orders with us, has no cash value, cannot be transferred, and is forfeited if your account is closed;
d. we may refuse, withhold or reclaim a reward where, in our reasonable opinion, the referred account is controlled by or connected to you, where the qualifying orders are reversed, refunded or charged back, or where the programme has been used in breach of these Terms; and
e. we may change the rewards or end the programme at any time by notice on the Platform; rewards already earned are honoured. Referral emails carry an unsubscribe link that stops those emails only.

PART 6 — DIRECT PRINT SERVICES TERMS (we sell to you)

Applies if you order prints of your own files for yourself, or buy prints directly from us — CreativeHub, the Artful Gallery ordering app, or theprintspace.co.uk direct printing. You are the "Direct Customer". ***In this flow we are the seller and merchant of record: we sell the print products/services to you as principal, take your payment, invoice you, account for the applicable VAT/sales tax on that sale, and handle refunds of it.*** *This is a significant business in its own right and may involve consumers — Part 6.4 governs consumer rights.*

6.1 The service and the contract

You upload your files and order prints, finishing and/or framing for your own use. **We supply and sell those products/services to you.** A contract forms when we accept your order (acceptance occurs on dispatch confirmation, or earlier if we expressly accept). The selling/invoicing Printspace entity (resolved by your delivery destination) is your counterparty and issues your invoice. We may decline or cancel any order (Part 4.5) and will refund sums paid for orders we do not fulfil.

6.2 Your responsibility for files and rights

You are responsible for your files, their preparation, resolution and colour, and you give the **Part 4.3 warranties** and the **Part 9 indemnity** for everything you ask us to print. The colour/size tolerance and ICC-profile provisions in Part 5.3 apply equally.

6.3 Quality remedy

If a product is defective due to our printing, finishing or materials, our sole obligation and your sole remedy is, at our option, **reprint or refund** of the charges for the affected item, subject to you notifying us within **14 days** of delivery. **We may, entirely at our sole discretion, require you to evidence the alleged defect or damage before we accept it — by supplying clear photographs/images of the product and its packaging, and/or by returning the item to us for inspection.** Whether we ask for such proof in any case is at our discretion. **This clause (including the 14-day window and the sole-remedy limitation) does not apply so as to reduce your non-excludable consumer rights — see Part 6.4.**

6.4 If you are a consumer

If you order as a consumer (for purposes wholly or mainly outside a trade, business, craft or profession), then because **we are the seller to you** in this flow, your **non-excludable statutory rights apply in full and are unaffected** by these Terms (e.g. UK Consumer Rights Act 2015; EU consumer law; and applicable US state consumer law). In particular:

- **Faulty, not-as-described or unsatisfactory goods:** your statutory remedies (e.g. the CRA short-term right to reject, and rights to repair/replacement, price reduction or final right to reject) apply, and the 14-day notification and sole-remedy provisions in Part 6.3 do **not** cut them down.
- **Damage in transit:** because we are the seller, **goods remain at our risk until they come into your physical possession** (e.g. UK CRA s.29), so transit damage before delivery to you is our responsibility, not yours.
- **Change of mind / cooling-off:** products are **made to order to your specification**, so they are generally **exempt from the standard distance-selling change-of-mind cancellation right**: once placed, your order is final and cannot be cancelled for change of mind unless we agree (at our discretion). This exemption does **not** affect your rights for faulty, damaged or misdescribed goods.
- **Product safety / injury:** nothing limits liability for death or personal injury caused by our negligence, or under the Consumer Protection Act 1987 / EU product-liability law (Part 8.2).

We supply Direct Print Services for your use; if you intend to **resell**, the Creator Terms (Part 5) apply instead.

6.5 Storage and backups

We are not a storage or backup service. We retain your files only for as long as needed to provide the service and as described in Part 3.4 and the Privacy Policy; **keep your own backups** (Part 3.4, Part 8).

PART 7 — FEES, PAYMENTS & TAX (GENERAL)

7.1 Fees

Fees for the Platform, subscriptions, printing, finishing, shipping and other services are as presented before purchase and may change prospectively on notice. Unless stated, fees exclude applicable taxes, which we add as required (on **our** charges to you in the Creator/Platform flows; and on the **sale to you** in the Direct Print Services flow).

7.2 Payment

Payment is due as presented (generally in advance, on cleared funds). You authorise us (or our processor) to charge your payment method for sums due, including Additional Data Storage and any set-off shortfall (Part 5.8). We may suspend services for non-payment.

7.3 Tax allocation

Tax on **our** services to you (Creator/Platform flows) is your responsibility where reverse-charge or exemption applies, and you must provide valid documentation. Tax on **your** sales to your customers (Creator flow) is entirely your responsibility (Part 5.7). Tax on our **direct sale to you** (Part 6) and on a **Managed-Store sale** (Part 2.2a(b)) is accounted for by the relevant Printspace entity as stated in those Parts / the separate agreement. Each party bears its own income/corporate taxes.

7.4 Additional data storage

Free accounts include image storage up to **10GB**; storage above that is chargeable as presented, billed in advance and (save for any statutory cancellation right) non-refundable. We may downgrade or remove content exceeding your paid limit on notice.

PART 8 — DISCLAIMERS & LIMITATION OF LIABILITY

> *Read with the mandatory-law savings in 8.2 and the UK reasonableness note in Part 11.3. This Part allocates risk to reflect that our fees are modest relative to the value of the sales and content you control.*

8.1 Disclaimer of warranties

To the maximum extent permitted by law, the Platform and services are provided **"as is"** and **"as available"**, and we **disclaim all warranties, conditions and representations**, express or implied, including implied warranties of **merchantability/satisfactory quality, fitness for a particular purpose, title and non-infringement**, and any warranty as to accuracy, uptime, security, colour fidelity, results, or commercial success. We do not warrant that the Platform will meet your requirements or be uninterrupted or error-free. *(In the Direct Print Services flow, this does not exclude a consumer's non-excludable rights — Parts 6.4, 8.2.)*

8.2 Liabilities we do NOT exclude

Nothing in these Terms excludes or limits liability that cannot lawfully be excluded or limited, including: (a) **death or personal injury** caused by our negligence; (b) **fraud or fraudulent misrepresentation**; (c) liability under, in the UK, s.2 Supply of Goods and Services Act 1982 / s.12 Sale of Goods Act 1979 (title), the Consumer Rights Act 2015 (where we are the seller to a consumer — Part 6.4) and the Consumer Protection Act 1987 for defective products, and equivalent non-excludable provisions; (d) a **consumer's** non-excludable statutory rights; and (e) any other liability that applicable law prohibits us from excluding. Where law permits us to limit (rather than exclude) such liability, we limit it to the maximum extent permitted.

8.3 Losses we exclude entirely

Subject to 8.2, to the maximum extent permitted by law we are **not liable**, whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise, for any of the following, however arising and even if foreseeable or if we were advised of the possibility: (a) **loss of profit, revenue, sales, business, margin or anticipated savings**; (b) **failure to make any sale or achieve any commercial result, advertising return or audience** (Part 2.5); (c) **business interruption**; (d) **loss of goodwill, reputation or opportunity**; (e) **loss, deletion or corruption of data, content or files** (Part 3.4); (f) **your customers' claims, refunds, chargebacks or disputes**; (g) **third-party service failures, suspensions or charges** (Part 3.6); (h) **IP, publicity, counterfeit, defamation or content claims arising from Your Content** (those are your responsibility — Part 9); (i) **errors, mispricing, mis-sizing or loss in any recommendation, generated content, automated publishing or synchronisation** (Part 3.5(ii)); and (j) any **indirect, special, incidental, consequential, exemplary or punitive** loss or damage.

8.4 Cap on liability

Subject to 8.2, our **total aggregate liability** to you arising out of or in connection with the Contract (per Role and in total) shall **not exceed the greater of: (i) the total fees and charges you paid to us for the services giving rise to the claim in the 12 months before the event; or (ii) £100 / €100 / US$100.** Where multiple claims arise, this is a single aggregate cap, not a per-claim cap. This cap reflects a reasonable allocation of risk given our fees, your control over content and sales, and the availability of insurance to each party.

8.5 The cap stands; only consumer law overrides it

The exclusions and limitations in this Part, including the cap in 8.4, are **fundamental to the Contract and are not severable from, or weakened by, one another**. Except to the extent that mandatory **consumer-protection legislation** makes a particular exclusion or limitation unlawful, **nothing reduces, divides or disapplies the cap in 8.4**, whatever the number, type or legal basis of the claims, and the unenforceability or severance of any other provision of these Terms does not affect it. Where mandatory consumer-protection law does override a particular provision, **only that provision yields, and only to the minimum extent the law requires**; every other exclusion and limitation (including the monetary cap) continues to apply in full. If a court must nonetheless modify any limit rather than apply it as written, the parties intend it to be **preserved to the maximum extent lawful — i.e. limiting our liability to the least amount the law allows — and not struck out.**

8.6 Basis of the bargain

You acknowledge that the fees reflect the allocation of risk in these Terms, that the disclaimers and limitations are reasonable given that allocation and the matters within your control, and that we would not provide the services on these fees without them.

8.7 Events outside our control (force majeure)

We are not liable for any failure or delay caused by events beyond our reasonable control (including acts of God, war, terrorism, civil unrest, epidemic/pandemic, strikes, failures of utilities, carriers, the internet or third-party platforms, equipment or materials shortages, cyber-attack, or governmental action). We will take reasonable steps to mitigate. Where such an event materially affects delivery, affected timescales are extended accordingly.

8.8 Your liability to us / indemnity not capped

The limitations in this Part **do not limit your obligations to pay our fees** or your **indemnity obligations under Part 9**, which are uncapped to the extent stated there.

PART 9 — INDEMNITY

9.1 Your indemnity

To the maximum extent permitted by law, **you will defend, indemnify and hold harmless** Printspace UK, theprintspace GmbH, theprintspace USA, and their officers, directors, employees, agents and group companies (the "**Indemnified Parties**"), from and against all **claims, demands, actions, proceedings, liabilities, losses, damages, fines, penalties, costs and expenses (including reasonable legal fees on a full indemnity basis)** arising out of or in connection with:

a. **Your Content** (including any derivative images we generate from it at your request), including any claim that it (or our reproduction, printing, finishing, shipping or your sale of it) **infringes or misappropriates any intellectual property, trademark, trade dress, right of publicity/personality, moral, privacy or other right, or is counterfeit, defamatory, obscene or unlawful** — *this expressly includes any claim by a brand, studio, rights-holder, licensor, celebrity or estate (e.g. the "Disney/Star Wars" scenario), and any statutory damages, and our right to recover from you any sum (including settlement) we pay or agree to pay any rights-holder or complainant in respect of Your Content*;

b. your **products, listings, descriptions, claims, pricing and sales**, and your customers' claims (including consumer-law, product-safety, returns, refunds and chargeback claims);

c. your **breach of these Terms** (including the Part 4 warranties and the Acceptable Use Policy) or of any applicable law;

d. your **taxes** and any tax, duty, penalty or interest assessed against an Indemnified Party as a result of your sales or non-compliance (Part 5.7); and

e. your use of the Platform, any AI output you choose to use (Part 3.5), and any **advertising, marketing, messaging or lead-capture** you conduct through or enable via the Platform (Part 3.5a), including claims relating to consent, opt-out, data-protection, advertising-standards or messaging law.

9.2 Conduct of claims

We will notify you of a claim to which the indemnity applies; you will, at our option, assume or assist in its defence; and you will not settle in a way that imposes any obligation or admission on an Indemnified Party without our written consent. We may, at our discretion, take over the defence of any claim at your cost, and you will provide reasonable cooperation. This indemnity is **uncapped** and survives termination, and is in addition to (not limited by) Part 8.

PART 10 — TERM, SUSPENSION & TERMINATION

10.1 Term

The Contract runs from your acceptance until terminated. You may close your account or stop using the Platform at any time.

10.2 Our rights

We may **suspend, restrict or terminate** your access, remove content, withhold payouts (where applicable under a separate agreement), and/or cancel orders, immediately and without liability, where: you breach or we reasonably suspect breach of these Terms; we receive a credible infringement, counterfeit or illegality complaint; required by law or to protect us, our staff or third parties; or for non-payment. Where practicable and lawful we will give notice and reasons (and, for EU Creators, the statement of reasons and complaint route required by the P2B Regulation — Part 11.2).

10.3 Effect of termination

On termination: your licence to use the Platform ends (subject to your surviving Generated Store Content licence — Part 3.5b); we may withdraw and delete Your Content and microsites/stores (which are **not** a backup); we may complete or cancel pending orders at our discretion and continue to charge for services provided; and accrued rights, and clauses intended to survive (including Parts 2, 3.5b, 4, 8, 9, 11, 12 and the Privacy Policy), survive. Where practicable and lawful, we will give you a reasonable opportunity to export your data before deletion.

PART 11 — JURISDICTION-SPECIFIC TERMS

11.1 Contracting entity, governing law and jurisdiction

You contract with **Printspace Studios Limited** (Printspace UK), **regardless of which Printspace group entity invoices you or physically produces or ships your order** (Part 1.1). These Terms, and any dispute or claim arising out of or in connection with them, their subject matter or formation (including non-contractual disputes or claims), are governed by the **law of England and Wales**. You and we agree that the **courts of England and Wales have exclusive jurisdiction** to settle any such dispute or claim.

Consumers. Nothing in these Terms affects any rights you have as a consumer that cannot be excluded or limited by law, **including your right, where you are a consumer resident in the UK, EU/EEA or another jurisdiction whose law gives you that right, to bring proceedings in, and to have the mandatory consumer law of, your country of residence apply.** In the Direct Print Services flow (Part 6) where we sell to you as a consumer, we will not seek to deprive you of the protection of mandatory consumer law or the courts of your home jurisdiction.

11.2 EU / EEA regulatory compliance

Our choice of English law and jurisdiction (Part 11.1) does not displace regulatory obligations that apply because we offer services to, or deliver products to, persons in the EU/EEA. To the extent applicable, we comply with:

- **(a) Digital Services Act** — notice-and-action mechanism, statements of reasons and point of contact (Part 4.7, Schedule 3);
- **(b) Platform-to-Business Regulation (EU 2019/1150)** — for Creators using the Platform as an online intermediation service: plain-language terms, **at least 15 days' notice** of material changes (Part 1.4), reasons for any restriction/suspension/termination (Part 10.2), an internal complaint-handling system, and identification of mediators;
- **(c) GPSR (Regulation (EU) 2023/988)** — for products delivered to EU consumers, an EU-based **Responsible Person** and required product/packaging information (Part 5.10, Schedule 3); and
- **(d) GDPR** — see Part 13.

11.3 United Kingdom — business and consumer users

For **business** users, the exclusions and limitations in Part 8 apply subject to the reasonableness requirement of the **Unfair Contract Terms Act 1977**, and the parties agree the allocation of risk in Part 8 is reasonable (Part 8.6). For **consumers**, non-excludable rights under the **Consumer Rights Act 2015** and related law are unaffected (Parts 6.4, 11.1), and we do not rely on any term that would be unfair under Part 2 of that Act. UK GDPR rights are in Part 13.

11.4 United States — consumer arbitration option

For Direct Customers (Part 6) and other consumers resident in the United States, the optional **US Consumer Arbitration and Class-Action Waiver in Schedule 5** applies **if and to the extent it is switched on and presented to you**. Where Schedule 5 applies, it governs US-consumer disputes in place of Part 11.1, to the extent permitted by the US Federal Arbitration Act and applicable state law.

11.5 International delivery, export and sanctions

Where products are delivered across borders, **import duties, taxes and customs compliance are the responsibility of the seller and/or recipient** (and, in the Direct Print Services flow, as stated at checkout), not Printspace except as expressly agreed. You must comply with all export, import, sanctions and customs laws; we may refuse to produce or ship to sanctioned destinations or persons, or where prohibited, and may screen ship-to data against applicable restricted-party lists.

PART 12 — GENERAL

- **12.1 Entire agreement.** These Terms and the documents referred to in them (including any Managed-Store Services Agreement, for what it covers) are the entire agreement and supersede all prior terms (including the six legacy/Escher documents) and all prior representations. You have not relied on any statement not set out here (this does not exclude liability for fraud).
- **12.2 No partnership/agency.** Nothing creates a partnership, joint venture, agency, employment or fiduciary relationship between you and us (reinforcing Parts 2 and 3.5(iii)).

- **12.3 Assignment.** We may assign, novate or subcontract our rights/obligations (including to a group company or successor); you may not without our written consent.
- **12.4 Third-party rights.** Except that the **Indemnified Parties** and the Printspace group entities may enforce Parts 2, 8 and 9, no third party may enforce these Terms (UK Contracts (Rights of Third Parties) Act 1999 excluded save as stated).
- **12.5 Severance.** If any provision is held invalid or unenforceable, it is modified to the minimum extent necessary or severed, and the rest remains in force (see also Part 8.5).
- **12.6 No waiver.** A delay or failure to enforce is not a waiver.
- **12.7 Notices.** "In writing" includes email. We may notify you by email, in-Platform message or website posting; you contact us at info@theprintspace.com or as stated for IP/DSA notices.
- **12.8 Survival.** Parts 2, 3.3, 3.5b, 4, 8, 9, 11, 12 and 13 survive termination.
- **12.9 Language.** The English-language version prevails over any translation.

PART 13 — PRIVACY POLICY

This Privacy Policy forms part of the Terms and also stands alone.

Last updated: 16 June 2026. Version 2026-09.

13.1 Controllers and contact

The data controller is **Printspace Studios Limited** (Part 11.1); the Printspace group entities (theprintspace GmbH, theprintspace USA) may act as **joint or separate controllers** and share data within the group for the purposes below under an intra-group arrangement. Privacy contact / Data Protection Officer, Stuart Waplington: info@theprintspace.com. Our **UK and EU representatives** (where required by UK GDPR Art 27 / EU GDPR Art 27) are in Schedule 3.

13.2 Whose data, and our role

- **Users/Creators/Direct Customers:** we are **controller** of your account and usage data.
- **Recipients / your customers' data (fulfilment), and marketing/lead data you process through the Platform:** when we print and ship on a Creator's instruction, or process leads/contacts captured through your campaigns, the Creator is the **controller** of that personal data and we act as the Creator's **processor** (subject to the **Data Processing terms in 13.10**), save that we are an **independent controller** for our own limited purposes (fraud prevention, security, legal compliance, carrier handover).
- **Direct Print Services (Part 6):** where we sell prints directly to you, we are the **controller** of your order, delivery and payment data for that sale.

13.3 Personal data we collect

Account and identity data; contact and billing details; **content** you upload (which may contain personal data — your responsibility under Part 4); **order and fulfilment data** (including Recipients' names, addresses, contact details, and any destination tax IDs required for delivery); **lead and marketing data** captured through

campaigns you run; payment data (handled by processors — we store card brand/last-4/expiry and processor tokens, **not full card numbers**); usage, device, log, cookie and analytics data (subject to our PII minimisation in telemetry); communications and support records; and, where relevant, tax/identity-verification data.

13.4 Purposes and legal bases (UK/EU GDPR)

Purpose	Legal basis
Provide the Platform, produce and deliver orders, manage your account	Performance of a contract
Sell and deliver Direct Print Services to you (Part 6)	Performance of a contract
Process Recipient / lead / contact data for fulfilment or your campaigns	Processor for the Creator / our legitimate interests in providing the service
Payments, fraud prevention, security, network/IT security	Legitimate interests; legal obligation
Customer support and communications	Contract; legitimate interests
Improve and develop our services, including training and improving AI/machine-learning models, using **sales and transaction data and aggregated or anonymised data** (subject to the image carve-out in 13.4a)	Legitimate interests (balanced against your rights)
Marketing to you (with opt-out / opt-in as required)	Consent and/or legitimate interests
Comply with law, tax, accounting, IP/DSA notices, disputes, and platform privacy-webhook obligations	Legal obligation; establishment/defence of legal claims

Where we rely on **legitimate interests**, you may object (13.7). Where we rely on **consent**, you may withdraw it at any time.

13.4a AI features, image generation, and model training

We use third-party AI/ML providers (currently including **Google (Gemini)** and **Anthropic (Claude)**, and routing/embedding providers) to deliver features such as size/framing recommendations, product descriptions, product mock-up images, composited edition-numbering, and our help assistant. To do this, we may process your content — including sending your images, or derivatives or thumbnails of them, to those providers — **solely to generate outputs and services for you**. We may use **sales and transaction data** and **aggregated, de-identified or anonymised data** to **train, develop and improve our own models and services**.

We will not use your uploaded images or artwork to train generative image-generation models, and we will not licence, sell or supply your images to any third party for that purpose. Some features **generate images** (e.g. product mock-ups and composited numbering) *from* your artwork to present or produce your products — that is different from, and never involves, **training** generative image models on your artwork.

13.5 Sharing

We do not sell your personal data, and we do not pass it to third parties for their own purposes. We share it only as needed to provide our services to you and to meet our legal obligations — namely with: **service providers and sub-processors who help us deliver the service** (see the maintained sub-processor list referred to below), each bound to use it only on our instructions; **platform integrations you choose to connect** (e.g. Shopify and your own email/social/advertising accounts); and **our group companies**, to provide the service. We disclose data to **authorities, courts, professional advisers or insurers only where we are legally compelled to, or where it is necessary to establish or defend legal claims** — we cannot lawfully promise

never to comply with a binding legal demand. If our business is sold or reorganised, data may transfer to the successor under equivalent protections. We do not otherwise disclose your data to any third party.

Sub-processors. We maintain a current list of sub-processors (available from us on request) and will give notice of material changes as required. Our principal sub-processor categories and providers currently include: **hosting/infrastructure** (e.g. Vercel, Railway, Render, Cloudflare, Hetzner, AWS), **database/auth and file storage** (Supabase, Cloudflare R2), **payment processing** (Stripe), **couriers/fulfilment platforms** (ShippyPro, ShipStation; carriers including Royal Mail, DHL, UPS, USPS and FedEx; duties via SimplyDuty), **e-commerce integrations you connect** (Shopify, WooCommerce, Squarespace, Wix, Etsy), **transactional email** (Resend), **AI/automation** (Google, Anthropic, and routing/embedding providers), **analytics/observability** (e.g. SigNoz), **address/geo** (e.g. Google), and **document/e-signature** tooling.

13.6 International transfers

We operate in the UK, EU and US and transfer data between them and to sub-processors elsewhere (for example, our file storage is replicated between EU and US regions). Transfers are protected by appropriate safeguards — **EU Standard Contractual Clauses**, the **UK International Data Transfer Addendum**, adequacy decisions (including the UK Extension to the EU-US Data Privacy Framework where applicable), or other lawful mechanisms.

13.7 Your rights (UK/EU GDPR)

Subject to conditions and exemptions, you may: **access**; **rectify**; **erase**; **restrict**; **object** (including to direct marketing and to processing based on legitimate interests); request **portability**; and not be subject to solely automated decisions producing legal/similarly significant effects without safeguards. To exercise rights, contact info@theprintspace.com. You may complain to the **UK ICO** (ico.org.uk) or your **EU supervisory authority** (for Printspace DE, the competent German authority). For **Recipient / lead data** held as processor, please contact the Creator (the controller); we will assist them.

13.8 US state privacy rights (CCPA/CPRA and similar)

For California residents (and, as applicable, residents of other US states with comprehensive privacy laws), in the preceding 12 months we collect the categories of personal information described in 13.3 for the business purposes in 13.4, and disclose them to the categories of recipients in 13.5. **We do not "sell" or "share" (cross-context behavioural advertising) personal information** as those terms are defined under the CCPA/CPRA. You have rights to: **know/access**, **correct**, **delete**, **opt out of sale/share** (not applicable as we do not sell/share), **limit use of sensitive personal information**, and **non-retaliation** for exercising rights. We retain personal information only as long as reasonably necessary for the purposes disclosed or as required by law. Submit requests to info@theprintspace.com or +1 347 349 5402; authorised agents may submit requests with proof of authority. California "shine-the-light" and §1789.3 notices apply.

13.9 Retention, security, cookies, children

- **Retention:** we keep personal data for as long as needed for the purposes above and to meet legal, tax, accounting and dispute-related obligations, then delete or anonymise it. Uploaded content/files may be retained for an extended period while your account is open to provide the services (Part 3.4), and are **not** retained as a guaranteed backup.

- **Security:** we use appropriate technical and organisational measures, but no system is wholly secure; you are responsible for your credentials.

- **Cookies:** we use necessary, functional and analytics cookies as described in our Cookie Notice; manage preferences there.
- **Children:** the Platform is not for under-18s; we do not knowingly process their data.

13.10 Data-processing terms (Creators)

Where we process Recipient/customer, or marketing/lead, personal data **as your processor** (13.2), we will: process only on your documented instructions and to provide the service; ensure confidentiality; apply appropriate security; engage sub-processors under equivalent terms and remain responsible for them; assist you (so far as reasonable) with data-subject requests, security, breach notification and DPIAs; and delete or return such data on termination, save as required by law. This clause is the **Article 28 / DPA** between us for that processing and **covers both fulfilment data and any marketing/lead data we process for you**.

13.11 Changes

We may update this Privacy Policy; material changes will be notified as in Part 1.4.

SCHEDULE 1 — DEFINITIONS

- **Contract / Terms** — these Master Terms of Service & Privacy Policy and the documents referred to in them.
- **Creator** — a User who sells products to its own customers and instructs us to print and/or fulfil (Part 5).
- **Direct Customer** — a User who orders prints of its own files for its own use, or buys prints directly from us (Part 6).
- **Generated Store Content** — store pages, listings, descriptions, layouts and marketing copy we generate for your own store (Part 3.5b).
- **Indemnified Parties** — as defined in Part 9.1.
- **Managed-Store Services Agreement** — a separate signed agreement under which we operate your storefront and/or act as your merchant of record (Part 2.2a(b)).
- **Platform** — our apps, websites, CreativeHub, Escher/Create Drops, Artful Gallery, APIs, software, AI features and integrations.
- **Recipient** — a person to whom we ship on a Creator's instruction (Part 2.6).
- **User** — any person who accesses or uses the Platform.
- **Your Content** — as defined in Part 4.1.
- **Printspace / we / us / our** — Printspace Studios Limited (Printspace UK), the entity you contract with, per Part 11.1.

SCHEDULE 2 — COPYRIGHT (DMCA) DESIGNATED AGENT & NOTICE FORMAT

Designated Agent for DMCA notices: Stuart Waplington, President, theprintspace inc, 55 Prospect Street, STE 209, Brooklyn, New York 11201, email info@theprintspace.com.

A valid notice under 17 U.S.C. §512(c)(3) must include: identification of the copyrighted work; identification of the allegedly infringing material and its location; your contact details; a statement of good-faith belief that the use is unauthorised; a statement that the information is accurate and, under penalty of perjury, that you are authorised to act; and your physical or electronic signature. **Counter-notification** and **repeat-infringer** procedures (Part 4.8) apply. Knowingly materially misrepresenting infringement may incur liability under §512(f).

SCHEDULE 3 — EU DSA NOTICE-AND-ACTION, REPRESENTATIVES & RESPONSIBLE PERSON

- **DSA point of contact / illegal-content notices:** info@theprintspace.com — submit the URL/identification of the content, the reason it is alleged illegal, your contact details, and a good-faith statement. We assess diligently, act where appropriate, and provide a statement of reasons where required.
- **EU/UK GDPR Article 27 representatives:** Stuart Waplington, theprintspace GmbH, Jahnstraße 18, 40215 Düsseldorf, Germany; Stuart Waplington, Printspace Studios Limited, 74 Kingsland Road, London E2 8DL, United Kingdom.
- **GPSR Responsible Person (EU):** theprintspace GmbH, Jahnstraße 18, 40215 Düsseldorf, Germany; email info@theprintspace.com, for products manufactured/delivered in the EU, subject to Part 5.10.

SCHEDULE 4 — ACCEPTABLE USE POLICY (PROHIBITED CONTENT & CONDUCT)

You must not upload, order, sell or instruct the printing of content, or use the Platform, that: infringes or misappropriates any IP, trademark, right of publicity/personality, privacy or other right, or is **counterfeit** or uses third-party brands/characters/logos/likenesses without rights; is **defamatory, obscene, child-sexualising, hateful, harassing, discriminatory, threatening** or incites violence or illegal acts; is **deceptive or misleading** (including false edition/authenticity claims, or marketing without required consent/disclosure); depicts identifiable persons/property without required releases; breaches **export-control, sanctions, weapons or other applicable laws**; contains **malware** or is used to attack, probe, conduct prompt-injection against, scrape, or gain unauthorised access to the Platform or to build a competing service; uses **unauthorised third-party store/account credentials or scopes**; or is otherwise unlawful in any jurisdiction where you sell or we deliver. We may, but need not, review; breach may result in removal, order cancellation, payout withholding (where applicable), suspension/termination, disclosure to authorities/complainants, and the indemnity in Part 9.

SCHEDULE 5 — US CONSUMER ARBITRATION & CLASS-ACTION WAIVER (OPTIONAL)

This Schedule applies only to Direct Customers and other consumers resident in the United States, and only where it has been presented to and accepted by you. If activated, it governs US-consumer disputes in place of Part 11.1.

- **5.1 Agreement to arbitrate.** You and Printspace agree that any dispute, claim or controversy arising out of or relating to these Terms or the services (a "**Dispute**") will be resolved by **final and binding individual arbitration** administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules, rather than in court, except as stated in 5.5. The **Federal Arbitration Act** governs the interpretation and enforcement of this Schedule.

- **5.2 Class-action and jury waiver.** You and Printspace waive any right to a **jury trial** and to bring or participate in a **class, collective, consolidated or representative action**. Disputes will be arbitrated only on an **individual** basis.

- **5.3 Informal resolution first.** Before commencing arbitration, you and we will attempt to resolve the Dispute informally for at least **30 days** after written notice describing the Dispute and the relief sought.

- **5.4 Opt-out.** You may **opt out** of this Schedule 5 by sending written notice to info@theprintspace.com within **30 days** of first accepting these Terms (or this Schedule). If you opt out, Part 11.1 (English law and courts) applies, subject to your non-excludable consumer rights.

- **5.5 Exceptions.** Either party may bring an individual claim in **small-claims court**, and either party may seek **injunctive relief** for IP infringement or misuse. Nothing in this Schedule waives any right that cannot lawfully be waived.

- **5.6 Severability and survival.** If the class-action waiver (5.2) is found unenforceable as to a particular claim, that claim proceeds in court but the remainder of this Schedule continues to apply. This Schedule survives termination.

- **5.7 Costs, venue, governing law of the arbitration.** Arbitration fees are allocated in accordance with the AAA Consumer Arbitration Rules. The seat and venue is the consumer's home district (or, for non-consumers, New York, New York), and the substantive governing law is the law of the State of New York, save that consumers retain the mandatory consumer-protection rights of their home state.

End of Master Terms of Service & Privacy Policy (v2026-09).