

TERMS OF USE AGREEMENT

This Terms of Use Agreement (the "Agreement") constitutes a legally binding contract between SDG Solutions Design Group sp. z o.o., a limited liability company registered in Poland under the brand Vanity Design Agency ("Vanity Design Agency"), and the client, either individually or on behalf of an entity ("Client"). This Agreement governs the Client's access to and use of Vanity Design Agency's website located at <https://www.vanitydesign.agency/> (the "Website") and any related forms of media, channels, mobile websites, or mobile applications. By accessing or using the Website, the Client agrees to comply with all terms, conditions, and obligations set forth in this Agreement. Failure to agree and adhere to the terms results in the immediate prohibition of the Client's use of the Website, and the Client is required to discontinue use without delay. Following such cessation, the relationship between the Client and Vanity Design Agency shall terminate, except for any outstanding obligations for payment to Vanity Design Agency, which shall remain binding.

1. Intellectual Property Rights

Unless otherwise stated, Vanity Design Agency owns all rights to the Website and its contents, including but not limited to source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics (collectively, the "Content"). Additionally, all trademarks, service marks, and logos displayed on the Website (the "Marks") are owned or controlled by Vanity Design Agency. These assets are protected by copyright and trademark laws, and other intellectual property laws applicable in Poland and internationally. The Content and Marks are provided for your personal and informational use only. Except as expressly permitted by Vanity Design Agency, no part of the Website or its Content may be copied, reproduced, republished, uploaded, posted, distributed, sold, licensed, or otherwise used for any commercial purposes without prior written consent from Vanity Design Agency. All rights are reserved by Vanity Design Agency.

2. Ownership of Materials

Notwithstanding Vanity Design Agency's ownership of Submissions as described in Section 4 ("Client Feedback"), all design materials and original source files created for the Client ("Projects") shall be the Client's property. The Client shall be the sole owner of the copyright for all Projects. In any event where legal rules imply that Vanity Design Agency becomes the owner of any Project, Vanity Design Agency will immediately and permanently assign such ownership to the Client. The Client warrants that all materials provided to Vanity Design Agency during the design process are owned by the Client and do not infringe upon the rights of third parties, including but not limited to intellectual property rights. Vanity Design Agency reserves the right to showcase the Client's design work publicly (e.g., on social media, the Website) unless otherwise agreed upon.

3. Third-Party Fonts

If a Project involves the use of fonts not owned by Vanity Design Agency and requiring a commercial license ("Third-Party Font(s)"), Vanity Design Agency will notify the Client in

writing. The Client will be responsible for purchasing the necessary licenses from the font's rights-holder(s) in order to legally use, distribute, or publicly display the Project. Once Vanity Design Agency notifies the Client of the use of Third-Party Fonts, the Client assumes all responsibility for obtaining the appropriate licenses.

4. Client Feedback

The Client agrees that any feedback, suggestions, or submissions provided to Vanity Design Agency (collectively, "Submissions") will become the sole property of Vanity Design Agency. Vanity Design Agency may use these Submissions freely without compensation or acknowledgment to the Client, except as specifically granted under the "Ownership of Materials" section.

5. User Representations

By accessing the Website, the Client represents and warrants that:

- The Client has the legal capacity to agree to these Terms of Use.
- The Client is not a minor in their jurisdiction.
- The Client will not use the Website for any unlawful or unauthorized purposes.
- The Client's use of the Website complies with all applicable laws and regulations.

6. Prohibited Activities

The Client agrees not to engage in the following prohibited activities:

- Unauthorized use of the Website or Content.
- Collection of data for creating a database or directory.
- Interference with security features on the Website.
- Reverse engineering the Website's software.
- Engaging in activities that harm the Website or its users.

7. Monitoring and Enforcement

Vanity Design Agency reserves the right to monitor activity on the Website and take any necessary legal action to enforce these Terms of Use or applicable laws.

8. Privacy Policy

By using the Website, the Client agrees to be bound by Vanity Design Agency's Privacy Policy. The Website is hosted within the European Union. By accessing the Website from outside the EU, the Client consents to the transfer and processing of their data in compliance with EU laws.

9. Returns and Refunds

Vanity Design Agency reserves the right to deny refunds at its sole discretion. Refund requests will be reviewed on a case-by-case basis.

10. Service Interruptions

Vanity Design Agency does not guarantee uninterrupted access to the Website and is not liable for any interruptions due to factors beyond its control.

11. Governing Law and Jurisdiction

These Terms of Use are governed by and construed in accordance with the laws of Poland, without regard to its conflict of laws principles. Any disputes arising under these Terms shall be subject to the exclusive jurisdiction of the courts of Poland.

12. Miscellaneous

These Terms of Use, along with any policies posted on the Website, constitute the entire agreement between the Client and Vanity Design Agency. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13. Subscriptions Details

1. Subscription Processing:

- Subscriptions are handled securely through Stripe.
- By subscribing, the Client agrees to Stripe's terms and authorizes payment processing.

2. Subscription Plans:

- **Standard Plan:** 9,990 PLN net per month
 - 1 request at a time
 - 1 Expert Designer
 - Unlimited reviews
 - Unlimited requests
 - Managed via Slack & Jira
 - Cancel anytime
- **Pro Plan:** 14,990 PLN net per month
 - 2 requests at a time
 - 1 Expert Designer & 1 Project Manager
 - Unlimited reviews
 - Unlimited requests
 - Managed via Slack & Jira
 - Pause or cancel anytime

3. Pause and Suspension:

- The subscription can be paused if no requests are open.
- Suspension can be indefinite if available in the chosen plan (e.g., Pro Plan).

4. Cancellation:

- Subscriptions can be canceled at any time without a notice period.
- Upon cancellation, the service remains active until the end of the current subscription period, after which it will terminate.

5. Billing Cycle:

- Monthly billing is applied to the selected payment method.
- Clients must maintain an active payment method to avoid service disruption.

6. Request Fulfillment:

- The timeline for fulfilling design requests depends on the complexity of the project.
- Standard design requests are typically delivered within 2-3 business days.
- For more complex projects, the timeline may be extended; however, the Client will be informed of any delays in advance.

7. Additional Features:

- Unlimited design requests and revisions within the plan's scope.
- Services are managed through Slack and Jira for effective communication and tracking.

14. Contact Information

For any questions or complaints regarding the Website, please contact Vanity Design Agency at:

E-mail: support@vanitydesign.agency