CYBERSPHERE NETWORKS LTD
Terms and Conditions

Last updated: October 2026

These Terms govern your use of the CYBERSPHERE NETWORKS LTD platform https://designspace.work/en. CYBERSPHERE NETWORKS LTD ("CYBERSPHERE NETWORKS LTD", "we", "us") is a company incorporated in England and Wales on 28 October 2025 (company number 16815338). By using our website or services, you agree to these Terms. If you do not agree, please do not use our platform.

1. About Us

CYBERSPHERE NETWORKS LTD
Registered office: 167-169 Great Portland Street, 5th Floor, London, England, W1W 5PF
Email: support@designspace.com
Website: https://designspace.work/en

We operate an online platform that connects customers who need design work ("Clients") with designers who provide it ("Designers"). Together, Clients and Designers are "Users."

2. Our Services

2.1 Design Contests

A Client creates a design brief, pays the contest fee, and Designers submit design concepts. The Client picks a winner.

Standard Contest: The Client must pick a winner within 60 days of payment. If no winner is chosen and fewer than 60 days have passed, the Client may request a refund — provided no finalists have been selected.

Guaranteed Contest: The Client must pick a winner. Refunds are not available. If no winner is chosen within 60 days, the contest fee is distributed among eligible Designers. If a selected Designer fails to respond or complete the transfer process within 30 days of being requested to do so, CYBERSPHERE NETWORKS LTD may cancel the award and select another Designer or issue a refund at its discretion.

2.2 Design Projects

A Client works one-to-one with a Designer. The Client creates a brief, the parties agree on terms and price, and CYBERSPHERE NETWORKS LTD invoices the Client. There are two types:

Fixed Price Project: The Client picks a package at a set price.

Individual Price Project: The Client and Designer negotiate a price. The Designer sends a quote through the platform, and CYBERSPHERE NETWORKS LTD invoices accordingly. For Individual Price Projects, CYBERSPHERE NETWORKS LTD acts as the Designer's limited payment collection agent — payment to CYBERSPHERE NETWORKS LTD counts as payment to the Designer.

2.3 Project Disputes

If a Designer has not delivered any work, the Client may cancel and request a refund within 60 days of payment. If work has been delivered but the parties cannot agree on a final design, either party may raise a dispute through the platform. Both parties should try to resolve it in good faith. If they cannot, CYBERSPHERE NETWORKS LTD will decide the outcome, including any refund amount. If a project is cancelled for any reason, the Client has no right to use any design concepts produced during that project. CYBERSPHERE NETWORKS LTD determination of disputes under this clause shall be final and binding unless required otherwise by applicable law.

3. Intellectual Property

3.1 Design Ownership

Intellectual property in a winning or final design transfers from the Designer to the Client only once both parties sign a Design Transfer Agreement. Until that point, the Designer retains all rights. The Client has no right to use any design concept other than the winning design transferred under the Design Transfer Agreement.

3.2 Content You Upload

You keep ownership of any content you upload to the platform ("User Content"). By uploading it, you grant CYBERSPHERE NETWORKS LTD a non-exclusive, royalty-free, worldwide licence to use, display, and distribute your User Content for the purpose of operating the platform and providing the services. You confirm that you have the right to grant this licence and that your content does not infringe anyone else's rights.

3.3 Platform Ownership

The platform itself — its design, code, branding, and all related intellectual property — belongs to CYBERSPHERE NETWORKS LTD. Nothing in these Terms transfers any ownership of the platform to you.

4. Payments

4.1 How Payments Work

All prices are shown in pounds sterling (£) and are inclusive of VAT where applicable. Clients pay CYBERSPHERE NETWORKS LTD directly. CYBERSPHERE NETWORKS LTD then pays the Designer their fee after the Client selects a winning or final design. The Designer has no payment claim against the Client — only against CYBERSPHERE NETWORKS LTD.

4.2 Refunds

Refunds are made using the same payment method the Client originally used. CYBERSPHERE NETWORKS LTD may issue a refund where:

- The delivered design is defective (both parties agree, or a credible third-party IP claim exists).
- CYBERSPHERE NETWORKS LTD is required by law to do so.
- The Client placed a duplicate order in error.
- The order is found to be fraudulent.

Nothing in this section limits your statutory rights under the Consumer Rights Act 2015 or the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. Where a Client requests that services begin immediately and acknowledges that performance has commenced, the Client may lose any statutory right to cancel once the services have been fully performed.

4.3 Credits

CYBERSPHERE NETWORKS LTD may issue platform credits to your account. Credits are denominated in pounds sterling and can be used toward future services on the platform. Credits are not legal tender, cannot be transferred to third parties, and cannot be exchanged for cash except as expressly permitted by CYBERSPHERE NETWORKS LTD. Credits are a contractual benefit only, and do not constitute electronic money, a deposit, or any other regulated financial product; CYBERSPHERE NETWORKS LTD does not hold Credits as client funds on your behalf. Unused credits may be forfeited if your account is terminated for breach of these Terms.

4.4 Tax

You are responsible for any tax obligations arising from your use of the platform, including VAT, income tax, or corporation tax as applicable. CYBERSPHERE NETWORKS LTD is not responsible for calculating, collecting, or remitting your taxes.

4.5 Third-Party Payment Providers

CYBERSPHERE NETWORKS LTD is not a bank, payment institution, electronic money institution, money service business, or payment service provider. CYBERSPHERE NETWORKS LTD does not itself process, hold, transmit, or settle payment card data.

All payment transactions on the platform are processed by independent third-party payment providers that maintain industry-standard security controls and PCI DSS compliance (or equivalent standards required by applicable law). The availability of any payment method is subject to the terms, conditions, and operational requirements of the relevant payment provider.

Your use of payment services may be subject to separate terms, conditions, privacy policies, and verification requirements imposed by the relevant payment provider. By making or receiving payments through the platform, you agree to comply with those requirements.

CYBERSPHERE NETWORKS LTD is not responsible for the acts, omissions, errors, delays, security incidents, service interruptions, chargebacks, account restrictions, or other actions of any third-party payment provider. To the fullest extent permitted by law, CYBERSPHERE NETWORKS LTD shall have no liability arising from payment processing services provided by third parties.

CYBERSPHERE NETWORKS LTD may change, add, or remove payment providers at any time without prior notice where reasonably necessary for operational, legal, security, or commercial reasons.

4.6 Fraud and Risk Controls

We may monitor transactions, Contests, and Projects for fraud, abuse, or suspicious activity. We reserve the right to suspend, investigate, or reverse transactions, or to suspend a Contest or Project, where necessary for security, compliance, or risk management purposes.

5. Your Obligations

5.1 Account

You must be at least 18 years old to use the platform. You are responsible for keeping your login credentials secure and for all activity under your account. Access to the platform may be restricted in certain jurisdictions where such services are prohibited; we reserve the right to update restricted territories at any time without prior notice.

5.2 Acceptable Use

You must not:

- Upload content that infringes any third party's intellectual property or other rights.
- Upload content that is unlawful, abusive, defamatory, obscene, or harmful.
- Use the platform to distribute spam, viruses, or unsolicited communications.
- Scrape, mine, or harvest data from the platform.
- Attempt to gain unauthorised access to any part of the platform.
- Interfere with other users' use of the platform.
- Impersonate any person or entity.

5.3 Non-Circumvention

All transactions between Clients and Designers who meet through the platform must be conducted through the platform. You must not arrange payments, hire, or contract with any user you met through CYBERSPHERE NETWORKS LTD outside the platform. If you wish to work with a user outside the platform, you must pay an opt-out fee.

Contact us at support@designspace.com for details.

5.4 Designer Warranties

Designers warrant that designs submitted through the platform are original, do not knowingly infringe any third-party intellectual property rights, and that the Designer has full authority to transfer rights under any Design Transfer Agreement.

5.5 Indemnity

You agree to indemnify and hold CYBERSPHERE NETWORKS LTD harmless against claims, losses, liabilities, costs, and expenses arising from your breach of these Terms, infringement of third-party rights, or misuse of the platform.

6. Liability

6.1 What We Are Responsible For

CYBERSPHERE NETWORKS LTD provides the platform that connects Clients and Designers. Designers provide services as independent contractors. Nothing in these Terms creates an employment, worker, agency, partnership, or joint venture relationship between CYBERSPHERE NETWORKS LTD and any Designer. We do not guarantee the quality, originality, or fitness for purpose of any design concept or transferred design. However, we will use reasonable care and skill in providing our services. Nothing in these Terms excludes or limits our liability for:

- Death or personal injury caused by our negligence.
- Fraud or fraudulent misrepresentation.
- Any other liability that cannot be excluded or limited under English law.

6.2 Limits on Our Liability

Subject to clause 6.1, CYBERSPHERE NETWORKS LTD total liability to you for any claim arising under or in connection with these Terms is limited to the greater of: (a) £50; or (b) the total amount you have paid CYBERSPHERE NETWORKS LTD in the 12 months before the claim arose. We are not liable for any indirect or consequential loss, including loss of profit, loss of data, or loss of business opportunity.

6.3 Your Statutory Rights

If you are a consumer, these Terms do not affect your statutory rights under the Consumer Rights Act 2015 or any other mandatory consumer protection legislation. Where any provision of these Terms conflicts with your statutory rights, your statutory rights prevail.

7. Suspension and Termination

7.1 Our Rights

We may suspend or terminate your account at any time if you breach these Terms, if required by law, or if we discontinue the platform. We will give you reasonable notice where practicable.

7.2 Effect of Termination

On termination, your right to use the platform ends immediately. Any credits or payments owed to you at the time of termination will be paid out, except where your account was terminated for breach. We may delete your User Content following termination. Clauses that by their nature should survive termination (including intellectual property, liability, and governing law) will continue to apply.

7.3 Right to Remove Content

CYBERSPHERE NETWORKS LTD may remove, refuse to publish, or disable access to any content that we reasonably believe breaches these Terms, infringes third-party rights, or may expose CYBERSPHERE NETWORKS LTD to legal liability.

7.4 Service Availability Disclaimer

CYBERSPHERE NETWORKS LTD does not guarantee that the platform will be uninterrupted, error-free, secure, or available at all times.

8. Privacy

8.1 Data Protection

We process your personal data in accordance with UK GDPR and the Data Protection Act 2018. Full details of how we collect, use, store, and protect your data are set out in our Privacy Policy. By using the platform, you acknowledge that you have read and understood our Privacy Policy.

8.2 Cookies

We use cookies and similar technologies as described in our Cookie Policy. Non-essential cookies require your consent before being placed, in accordance with the Privacy and Electronic Communications Regulations 2003 (PECR).

9. Changes to These Terms

9.1 Updates

We may update these Terms from time to time. We will notify you of material changes by email or by posting a notice on the platform at least 30 days before they take effect. Your continued use of the platform after the updated Terms take effect means you accept them. If you do not agree with any changes, you may close your account.

10. General

10.1 Governing Law

These Terms are governed by the laws of England and Wales. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales. If you are a consumer, you may also bring proceedings in the courts of the country where you live.

10.2 Entire Agreement

These Terms, together with our Privacy Policy, Cookie Policy, and any Design Transfer Agreement, constitute the entire agreement between you and CYBERSPHERE NETWORKS LTD regarding your use of the platform.

10.3 Severability

If any provision of these Terms is found to be unenforceable, the remaining provisions will continue in full force and effect.

10.4 No Waiver

Our failure to enforce any right under these Terms does not constitute a waiver of that right.

10.5 Third-Party Rights

No person other than you and CYBERSPHERE NETWORKS LTD has any right to enforce any provision of these Terms under the Contracts (Rights of Third Parties) Act 1999.

10.6 Complaints

If you have a complaint about our services, please contact us at support@designspace.com We will acknowledge your complaint within 3 working days and aim to resolve it within 10 working days. If you believe content on the platform infringes your intellectual property rights, we may remove or disable access to allegedly infringing content while we investigate.

10.7 Force Majeure

CYBERSPHERE NETWORKS LTD shall not be liable for delays or failures caused by events beyond its reasonable control, including internet outages, cyberattacks, labour disputes, natural disasters, governmental action, or failures of third-party service providers.