TERMS OF SERVICE

Design Services Marketplace

Operator: DSLP22 LTD (England and Wales, company no. 14537091)

Version: 1.0 | Effective date: 24 August 2026 | Last updated: 24 August 2026

These Terms of Service (the "Terms" or "Agreement") govern access to and use of the online marketplace that connects clients seeking design services with providers of such services (the "Platform" or "Services"), operated by DSLP22 LTD, a private limited company incorporated in England and Wales on 12 December 2022, with company registration number 14537091 and registered office at Dept 6885, 196 High Road, Wood Green, London, United Kingdom, N22 8HH (the "Operator", "we" or "us").

By registering for or using the Platform in any way, the User confirms that it has read, understood and fully accepts these Terms and the Privacy Notice (collectively, the "Contract Documents"). If the User does not agree with any provision, use of the Platform is prohibited.

The Platform is a technical marketplace. The Operator is not a party to the contract for the supply of design services between a Client and a Provider, does not itself supply design services, is not an employer of Providers, and does not provide legal, tax or professional advice.

1. Definitions and interpretation

1.1 "Operator" — DSLP22 LTD, a private limited company incorporated in Companies House, England and Wales on 12 December 2022 with company number 14537091, having its registered office at Dept 6885, 196 High Road, Wood Green, London, United Kingdom, N22 8HH.

1.2 "Platform" — the website https://design-master.co and all associated APIs, mobile and web applications, user dashboards and related services.

1.3 "User" — any natural or legal person that has registered an account on the Platform, in any role.

1.4 "Client" — a User (a legal entity, or a natural person acting for business purposes) that posts an order for design services.

1.5 "Provider" — a User (a natural person, self-employed individual, sole trader, individual entrepreneur, or legal entity) offering design services.

1.6 "Underlying Contract" — the contract for the supply of design services between the Client and the Provider, formed by the Provider's acceptance of the Order posted on the Platform.

1.7 "Order" — a design brief posted by the Client on the Platform, including the specification, deadline, budget and number of revision rounds.

1.8 "Deliverables" — design files, mock-ups, source files and other intellectual-property outputs created by the Provider in performance of the Underlying Contract.

1.9 "Client Funds" — funds paid by the Client and received by the Operator (acting as commercial agent of the Provider) for onward transmission to the Provider upon acceptance of the Deliverables.

1.10 "Platform Fee" — the fixed monthly subscription fee payable by the Provider to the Operator for access to the Platform, as set out in clause 5.5.

1.11 "Payment Institution" — a payment services provider authorised by the Financial Conduct Authority ("FCA") or another competent EEA regulator that provides acquiring and/or payout services to the Operator (the "Acquirer").

2. Legal nature of the Services

2.1 Marketplace, not a party to the underlying transaction. The Platform provides technical and organisational services only: listing creation, matching, in-platform messaging, acceptance workflow, and settlement between Client and Provider. The Operator is not a party to the Underlying Contract, does not acquire rights or obligations under it, and does not warrant the quality of Deliverables, adherence to deadlines or the solvency of any User.

2.2 Status of Providers. Providers are independent contractors. Nothing in these Terms creates an employment, agency (other than as set out in clause 2.3), partnership or joint-venture relationship between the Operator and any Provider for employment-law purposes. Each Provider is solely responsible for the payment of all taxes, social contributions and any registration as self-employed / sole trader / individual entrepreneur required by the laws of its tax residence.

2.3 Commercial agent of the Provider for the receipt of payment. For the purposes of receiving Client Funds from the Client, the Operator acts exclusively as commercial agent of the Provider under a separate written mandate accepted at Provider registration. Payment by the Client into the Operator's account constitutes valid discharge of the Client's payment obligation to the Provider to the corresponding extent. The Operator relies on the exclusion set out in Regulation 3 and Schedule 1, Part 2 (paragraph 2(b)) of the Payment Services Regulations 2017 (UK) as a commercial agent authorised to negotiate or conclude the sale of services on behalf of one party (the Provider) only.

2.4 Role of the Payment Institution. Technical processing of card and bank payments is carried out exclusively through Payment Institutions holding their own FCA / EEA authorisation. The terms on which payment data are processed, and on which authorisation, chargebacks and strong customer authentication are handled, are set out in the Payment Institution's own terms, which the User accepts at the point of payment.

3. Eligibility and account registration

3.1 Client eligibility. A Client account may be opened by (a) a legal entity duly incorporated in its country of formation, acting through an authorised representative; or (b) a self-employed individual, sole trader or individual entrepreneur using the Platform for business purposes. Use of the Platform by natural persons acting as consumers is permitted on the terms set out in section 12 (Consumer rights).

3.2 Provider eligibility. A Provider may be (a) a natural person aged 18 or over with full legal capacity; (b) a self-employed individual, sole trader or individual entrepreneur; or (c) a legal entity. The Provider warrants on a continuing basis that it (i) operates lawfully in its country of tax residence, (ii) has notified the tax authority of its activity where required, and (iii) holds the skills necessary to perform the design services offered.

3.3 Prohibited users. Registration is prohibited for persons who (i) are subject to UN, EU, UK (OFSI), US (OFAC) or other applicable sanctions; (ii) are resident in or located in jurisdictions identified by FATF as high-risk or subject to counter-measures; (iii) have previously been removed from the Platform for breach of these Terms; or (iv) are under 18.

3.4 Accuracy and updating of information. The User will provide complete, accurate and current information at registration and update it without undue delay on any change (including of registration details, payment details, tax status, or ultimate beneficial owners of a legal entity). Provision of false or misleading information is a material breach and grounds for termination.

3.5 Account security. The User is responsible for the confidentiality of its credentials, password and second-factor authentication, and for all activity in its account. The User will notify the Operator without undue delay through the support form of any suspected compromise.

4. User identification and the role of the Payment Institution

4.1 The Operator is not a relevant person for AML purposes. The Operator is not a "relevant person" within the meaning of the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, as it does not provide payment, banking or other regulated financial services requiring authorisation. Accordingly, the Operator does not itself carry out customer due diligence for AML purposes, does not collect or retain copies of identity documents (passports, national ID cards, driving licences), and does not request proof of address, source-of-funds documents or other materials characteristic of a CDD file.

4.2 Data collected by the Operator. On registration, the Operator collects only the information necessary to operate the Service and to enable the conclusion of the Underlying Contract, namely: (a) for natural persons — first name and surname, e-mail address, telephone number, country of residence, tax status (for invoicing and digital-platform reporting purposes) and payout details; (b) for legal entities — name, company registration number, country of registration, registered address, details of authorised representative and payment details. The processing of personal data is governed by the Privacy Notice and section 11 of these Terms.

4.3 Identification by the Payment Institution. The receipt of payments from Clients and payouts to Providers are technically performed by an FCA-authorised (or equivalent EEA-authorised) Payment Institution that provides acquiring and/or payout services to the Operator. The Payment Institution is a "relevant person" under applicable AML legislation and carries out customer due diligence, know-your-customer (KYC) and know-your-business (KYB) procedures in relation to the Users, to the extent determined by its own internal policies and by its regulator.

4.4 Requests by the Payment Institution. The Payment Institution may, at any time — whether when a User is first onboarded to the Platform's payment functionality or during subsequent use — request from the User documents and information for identification and verification, including but not limited to: (a) a copy of a passport or other identity document; (b) proof of address (utility bill, bank statement); (c) information on ultimate beneficial owners and documentary evidence of ownership structure; (d) certificate of incorporation and a company registry extract; (e) source-of-funds or source-of-wealth documentation; (f) information on the nature and purpose of intended transactions; (g) a selfie with the identity document (liveness check); (h) any other document that the Payment Institution requests on the basis of its risk-based approach.

4.5 Duty of the User to cooperate with the Payment Institution. The User will provide the Payment Institution with the requested documents and information within a reasonable period (as a rule, no more than 10 (ten) calendar days from receipt of the request), directly or through the Platform interface. The Operator technically transmits the Payment Institution's requests to the User and the User's uploaded documents to the Payment Institution, acting exclusively as a data conduit and without carrying out any independent assessment of the documents so provided.

4.6 Consequences of failing the Payment Institution's checks. If the Payment Institution refuses to open a payment profile for the User, suspends service, declines a transaction, freezes funds or otherwise restricts the User's access to payment services, the Operator may, in its discretion: (a) suspend or restrict the User's access to the Platform; (b) refuse to accept further Orders from, or offers by, the User; (c) withhold payouts pending resolution with the Payment Institution; (d) terminate the Agreement in accordance with section 10. The Operator is not liable for decisions taken by the Payment Institution and is under no obligation to disclose the reasons for such decisions to the User where disclosure would be contrary to the Payment Institution's requirements or the law, or would prejudice a statutory investigation.

4.7 Prohibition on "tipping-off". Neither the Operator nor the Payment Institution is required, or entitled, to disclose to the User the reasons for a block, transaction hold, information request or other restriction where such disclosure could prejudice a statutory investigation, including under the Proceeds of Crime Act 2002 (UK), the Terrorism Act 2000 (UK) or equivalent laws.

4.8 Sanctions screening. The Payment Institution screens Users against the UK OFSI list, the EU consolidated list, UN sanctions lists, OFAC lists and PEP lists. The Operator may additionally carry out its own screening against publicly available sanctions lists and may refuse registration or block an account on the basis of matches identified, irrespective of the Payment Institution's outcome.

4.9 Transfer of data to the Payment Institution. By registering on the Platform and accepting these Terms, the User consents to the transfer by the Operator of registration and transaction data to the Payment Institution for identification, payment processing and AML-compliance purposes. Processing of personal data by the Payment Institution is governed by the Payment Institution's own privacy policy, which the User is able to review when first interacting with the Platform's payment functionality.

5. Orders, acceptance and payment

5.1 Placing an Order. The Client posts an Order containing the specification, budget, deadline and number of revision rounds. On the Provider's acceptance of the Order the Underlying Contract between Client and Provider is formed on the terms of the Order.

5.2 Client Funds held on account. On confirmation of the Order, the Client transfers to the Operator the full amount of the Order. The Client Funds are recorded by the Operator on a segregated ledger and cannot be used for the Operator's operational needs prior to release or refund. The Operator keeps a per-User accounting of Client Funds. No fee is deducted from the Order amount — the Operator's remuneration is charged separately as a monthly subscription (see clause 5.5).

5.3 Revisions and acceptance. A standard Order includes up to three (3) revision rounds unless the Order states otherwise. The Client must accept or reject the Deliverables within seven (7) calendar days of the Provider submitting the final files. Absence of a response within that period constitutes deemed acceptance.

5.4 Release to the Provider. On acceptance (express or deemed) the Operator instructs the Acquirer to release the full Order amount to the Provider within 3 (three) banking days. Currency, exchange rate and banking fees are governed by the terms of the Acquirer.

5.5 Platform Fee. The Platform Fee is a fixed monthly subscription of GBP 45 (forty-five pounds sterling) payable by the Provider in advance for each calendar month of access to the Platform. The Platform Fee is charged separately from Client Funds — the Operator does not deduct any percentage from Order amounts. Failure to pay the Platform Fee when due entitles the Operator to suspend the Provider's access to the Platform until payment is made. The Platform Fee is charged for the Platform's technical intermediation services only and does not constitute a fee for payment services. The Operator may amend the Platform Fee on not less than 30 (thirty) calendar days' notice.

5.6 Taxes. Each party is solely responsible for its own taxes (VAT, income tax, self-employment tax and any other). The Operator does not act as a tax withholding agent. The Operator may report information about payouts to Providers to tax authorities where required by law (in particular under the UK Digital Platform Reporting rules / OECD Model Rules for Digital Platforms once applicable thresholds are met).

6. Intellectual property rights

6.1 Rights in Deliverables prior to payment. Until the Client has paid in full and the Operator has released the corresponding funds to the Provider, all economic rights (including copyright and rights in designs) in the Deliverables remain with the Provider. The Client is not entitled to use interim mock-ups, drafts, presentations or other materials received prior to full payment for any commercial or other purpose.

6.2 Assignment on payment. From the moment the Operator releases the full Order amount to the Provider, the Provider assigns to the Client the exclusive economic rights in the Deliverables on the terms set out in the Order (by default, an assignment of the entire exclusive economic rights for the full term of protection, worldwide, in all modes of exploitation known at the time of assignment). This clause operates as an assignment of copyright in writing within the meaning of section 90 of the Copyright, Designs and Patents Act 1988 (UK), effected by acceptance of these Terms.

6.3 Moral rights. Moral rights remain vested in the Provider in accordance with applicable law and are not assignable. To the maximum extent permitted by sections 87 and 205J of the CDPA 1988, the Provider waives its moral rights as against the Client and its successors in title, save for the right to be identified as the author of the work in the Provider's own portfolio.

6.4 Provider portfolio rights. Unless the Order states otherwise, the Provider retains the right to use the Deliverables in its own portfolio (including on its website, social media and showreels) solely for the purpose of demonstrating its professional skills and without disclosing the Client's confidential information. The Client may exclude this right by an express statement in the Order or by paying a portfolio buy-out fee.

6.5 Third-party rights. The Provider warrants that (a) the Deliverables are original; (b) they do not infringe the intellectual property rights of any third party; (c) all fonts, stock images, icons and other third-party materials used are licensed by the Provider on terms permitting their use by the Client for the purposes of the Order; and (d) the Provider has the right to make the assignment set out in clause 6.2. The Provider will indemnify the Client for any loss arising from breach of this warranty.

6.6 Licence to the Operator. The User grants the Operator a non-exclusive, royalty-free licence, for the duration of the material being displayed on the Platform, to use materials posted on the Platform (Order descriptions, Provider portfolios, reviews) solely for operating the Platform. The User further grants the Operator the right to use anonymised and aggregated data about Orders for analytics and Service improvement.

6.7 Operator IP. All rights in the Platform, its source code, design, trade marks and other intellectual property belong to the Operator or its licensors. The User is granted a limited, non-exclusive, non-transferable, revocable licence to use the Platform for personal or business purposes in accordance with these Terms.

7. Dispute resolution regarding Orders and refunds

7.1 Opening a dispute. If the Client considers that the Deliverables materially fail to meet the Order specification, it may open a dispute through the Platform dashboard within seven (7) calendar days of submission of the final Deliverables and in any event prior to deemed acceptance. Opening a dispute suspends automatic release of funds to the Provider.

7.2 Internal resolution. The parties will negotiate in good faith through the in-platform messenger for 10 (ten) calendar days from the opening of the dispute, exchanging the specification, interim versions, correspondence and evidence of performance / non-performance. The Operator provides technical assistance only (access to correspondence, explanation of Platform rules) and does not act as arbitrator and does not issue binding decisions on quality.

7.3 Operator mediation. On a joint written request the Operator may appoint an internal mediator to help the parties settle. Any mediator's proposal is non-binding unless the parties expressly agree otherwise. Mediation is provided free of charge.

7.4 Settlement options. The parties may agree to (a) full acceptance and full payment; (b) partial acceptance and proportional payment; (c) full rejection by the Client and refund; or (d) continuation with an additional revision round. The agreement is recorded through the Platform dashboard and is binding on the parties.

7.5 Failure to agree. If the parties fail to reach agreement within 30 (thirty) calendar days from the opening of the dispute, the Operator may, but is not obliged to, take a preliminary decision on the allocation of Client Funds based on the evidence submitted. Such decision is not an arbitral award and does not prejudice the parties' right to bring the matter before a court or other competent body under section 13.

7.6 Refunds and chargebacks. Refunds are made to the original payment instrument within 5 (five) banking days of the decision. If the Client initiates a chargeback with its issuing bank or the card scheme in circumvention of this section, the Operator may (i) debit the chargeback amount and associated fees from the Client's Platform balance; (ii) block the Client's account; (iii) recover the chargeback amount as a debt.

8. User obligations and prohibitions

8.1 General duties. The User will use the Platform in good faith, in accordance with its purpose and applicable law.

The User will NOT:

- provide false, misleading or incomplete information about itself, its activities or the Deliverables;
- use the Platform for money laundering, terrorist financing, sanctions evasion or other unlawful financial conduct;
- offer or order services connected with the creation of content that infringes third-party rights, intellectual property, advertising, child-protection or other mandatory rules;
- create duplicate accounts to circumvent blocks, restrictions or manipulate reviews;
- post insulting, discriminatory, pornographic or otherwise unlawful materials;
- use automated tools (bots, parsers, scrapers) to harvest data from the Platform without the Operator's written consent;
- engage in conduct that harms the security of the Platform, including unauthorised access, DDoS attacks or distribution of malware;
- impersonate any person or unlawfully use another's data, trade marks or copyright.

8.2 Anti-circumvention. A Client and a Provider that first make contact through the Platform will not, for 12 (twelve) months from the date of their last interaction on the Platform, enter into direct contracts for design services between themselves outside the Platform. Breach of this clause obliges the breaching party to pay the Operator liquidated damages equal to GBP 1,000 (one thousand pounds sterling) per Order that has been diverted off the Platform, plus compensation for any additional loss. The parties agree that this amount is a genuine pre-estimate of loss having regard to the Operator's foregone subscription revenue and marketing costs.

8.3 Reviews and ratings. Users may leave reviews of completed Orders. Reviews must be based on genuine experience. The Operator may remove reviews containing insults, personal data of third parties, false statements, commercial advertising or other breaches. The Operator is not liable for User-submitted review content.

9. Limitation of liability

9.1 The Operator is not a party to the Underlying Contract. The Operator is not liable to the Client for the quality, timeliness, completeness or other characteristics of the Provider's Deliverables. The Operator is not liable to the Provider for the Client's refusal to accept the Deliverables, for the Client's solvency, or for the merits of the Client's claims. All property claims under the Underlying Contract are between the Client and the Provider.

9.2 Aggregate liability cap. Subject to clause 9.4, the Operator's total liability to any one User for all claims arising under or in connection with these Terms in any 12 (twelve) consecutive months is limited to the total Platform Fees actually paid by that User to the Operator during those 12 months, or GBP 500 (five hundred pounds sterling), whichever is greater.

9.3 Excluded losses. In no circumstances is the Operator liable for (i) loss of profit, revenue, goodwill or data; (ii) indirect, special, punitive or consequential loss; (iii) loss caused by failures of the Payment Institution, banks, card networks, telecoms or internet providers or other third parties; (iv) loss caused by other Users; (v) loss caused by force majeure.

9.4 Non-excludable liability. Nothing in these Terms limits or excludes liability for (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any liability that cannot be limited or excluded under applicable law, including under the Unfair Contract Terms Act 1977 and the Consumer Rights Act 2015.

9.5 Force majeure. Neither party is liable for delay or failure to perform caused by an event beyond its reasonable control (acts of God, war, terrorism, pandemics, acts of government, cyber-attacks, failure of the Payment Institution's systems), provided the affected party gives prompt notice and uses reasonable efforts to resume performance.

10. Suspension and termination

10.1 Suspension. The Operator may, immediately and without prior notice, suspend or restrict a User's access, hold payouts, or freeze Client Funds where (a) there is a material breach of these Terms; (b) fraud, money-laundering or sanctions risk is identified; (c) requested by the Payment Institution, a bank or a competent authority; (d) a User's information (particularly ownership) has changed without notification to the Operator; (e) suspension is necessary to comply with law.

10.2 Termination by the User. A User may terminate at any time by notice through the dashboard or to nicoramaria@inbox.eu, provided there are no active Orders or unresolved financial obligations.

10.3 Termination by the Operator. The Operator may terminate (a) for convenience on not less than 30 (thirty) calendar days' notice; (b) immediately for material breach not cured within a reasonable period; (c) immediately for sanctions, AML or tax risk; (d) immediately for User insolvency.

10.4 Effect of termination. On termination (i) access to the Platform ends; (ii) active Orders complete on their terms; (iii) obligations under completed Orders survive; (iv) provisions on confidentiality, IP, liability, governing law and dispute resolution survive.

11. Personal data and confidentiality

11.1 Data protection. The Operator processes personal data in accordance with the UK GDPR, the Data Protection Act 2018 and, for users in the EU, the EU GDPR (Regulation (EU) 2016/679). Details of processing (legal basis, categories of data, retention periods, data-subject rights and cross-border transfer arrangements) are set out in the Privacy Notice available at https://design-master.co/privacy.

11.2 Controller / processor relationship. In relation to processing of User data for operating the Platform, the Operator acts as controller. In relation to personal data of third parties that a User posts as part of an Order or as part of the Deliverables, each party independently determines its own role (controller, joint controller, processor) depending on the circumstances.

11.3 Confidentiality. Each party will keep confidential the non-public information of the other, use it only for the purposes of the Agreement, and protect it with no less than reasonable care, save for disclosures required by law, court order or regulatory request.

12. Consumer rights (natural persons acting outside business)

12.1 Scope. This section applies only to Clients who are natural persons using the Platform for personal, family or household purposes and not for a business purpose ("Consumers") within the meaning of the UK Consumer Rights Act 2015 and Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

12.2 Right to cancel. A Consumer may cancel the Order and obtain a full refund within 14 (fourteen) calendar days of formation of the Underlying Contract, except (a) where the Consumer has expressly requested that performance begin before expiry of the cooling-off period and has acknowledged loss of the right to cancel on full performance; or (b) where performance has already begun with the Consumer's consent, in which case the refund reflects a proportional deduction for services actually performed.

12.3 Pre-litigation complaint handling. A Consumer may submit a complaint through the Platform form or to nicoramaria@inbox.eu. The Operator will handle the complaint within 15 (fifteen) working days. Consumers resident in the EU may access the European Commission Online Dispute Resolution platform at ec.europa.eu/consumers/odr.

12.4 Mandatory rights. Nothing in these Terms limits or excludes Consumer rights that are mandatory under the laws of the Consumer's country of habitual residence.

13. Governing law and jurisdiction

13.1 Governing law. These Terms, and any non-contractual obligations arising out of or in connection with them, are governed by the laws of England and Wales, excluding its conflict-of-laws rules. Consumers resident in the EU or another jurisdiction retain the benefit of mandatory rules of the law of their country of habitual residence to the extent those rules cannot be derogated from by agreement.

13.2 Jurisdiction (business Users). Any dispute, controversy or claim arising out of or in connection with these Terms between the Operator and business Users is subject to the exclusive jurisdiction of the courts of England and Wales.

13.3 Jurisdiction (Consumers). Consumers may bring proceedings in the courts of their country of habitual residence and before their local consumer authorities, to the extent guaranteed by mandatory law.

13.4 Pre-action procedure. Prior to bringing court proceedings the parties will negotiate in good faith for 30 (thirty) calendar days by exchanging written claims and responses. This clause does not prevent applications for urgent injunctive or interim relief.

14. General provisions

14.1 Amendments. The Operator may amend these Terms unilaterally. Material changes will be posted on the Platform and/or sent to the User's registered e-mail not less than 15 (fifteen) calendar days before they take effect. Continued use of the Platform after the effective date constitutes acceptance. A User that disagrees may terminate under clause 10.2.

14.2 Assignment. The User may not assign or transfer any rights or obligations under this Agreement without the Operator's prior written consent. The Operator may assign to any affiliate or successor upon reorganisation, merger or sale of the business without the User's consent.

14.3 Notices. Legally significant notices are given (a) to the Operator, at nicoramaria@inbox.eu and by post to its registered office; and (b) to the User, through the Platform dashboard or at the e-mail address recorded at registration. Notices are deemed delivered at the time of transmission.

14.4 Entire agreement. The Contract Documents (these Terms and the Privacy Notice) contain the entire agreement between the parties in relation to their subject matter and supersede all prior oral and written agreements.

14.5 No third-party rights. A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce its terms.

14.6 Severability. If any provision is held invalid or unenforceable, the remaining provisions continue in force. The parties will negotiate a replacement clause reflecting the original commercial intention.

14.7 No waiver. No failure or delay in exercising any right constitutes a waiver.

15. Operator details

DSLP22 LTD

Company registration number: 14537091

Date of incorporation: 12 December 2022

Jurisdiction: England and Wales, United Kingdom

Registered office: Dept 6885, 196 High Road, Wood Green, London, United Kingdom, N22 8HH

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