

# Creative Services Terms of Service

*Last updated on February 3, 2023*

The following terms and conditions (the "Agreement") govern all use of Printful's creative services, such as (but not limited to), creating print-ready files, adjusting files, color matching existing print files, redesigning existing logos, creating new graphics, performing photo or video shoots and processing the resulting visual files, as well as doing other artistic work (the "Service") offered on the printful.com website (the "Site"). The result of the Service is a design, photo, or video material in a digital file format (the "File"). The Service is owned and operated by Printful, Inc. ("Printful" or "our").

The Service is offered subject to your (the "User" or "you") acceptance without modification of all of the terms and conditions contained herein. We also have policies and procedures including, without limitation, our [Terms of Service](#), [Return Policy](#), [Privacy Policy](#) and others available at <https://www.printful.com/policies>. Those policies contain additional terms and conditions, which apply to the Services and are a part of this Agreement. YOUR USE OF THE SITE CONSTITUTES YOUR ACCEPTANCE TO BE BOUND BY THIS AGREEMENT. If you don't comply with this Agreement, don't use the Service.

## 1. General provisions of the Service

1.1. Printful and the User agree on providing and using the Service according to the terms and provisions based on the interests and specifications of each User individually. Interests and specifications may relate to (but are not limited to) the format of the File, the difficulty of the Service and timing, and the resulting fees and costs applicable to the Service.

1.2. To use the Service, the User should provide Printful with a description of their needs and reference images and/or sketches of the intended photo, video material, or design according to which Printful should create the File. The description or visual references of the intended photo, video material or design can't contain discriminatory, abusive, disruptive, etc. content or content that infringes third party rights (see our [Acceptable Content Guidelines](#)). The User agrees to use images or other materials not created or owned by the User for inspiration only and to inform Printful about such use accordingly. Printful will use reasonable efforts to create the File according to the description, visual appearance, style, notion and/or feel of the reference images or other materials provided to Printful.

1.3. In case the Service is aimed to provide the User with a graphic design, Printful undertakes to create a design draft that will be submitted to the User for a review. The User can ask Printful to make minor improvements or changes in the design draft submitted. Printful will use reasonable efforts to consider or attempt to make those improvements or changes, and as a result of the Service, will deliver the File.

1.4. In case the Service is aimed at providing the User with a photo of the product with User created and/or licensed content printed on it ("product samples"), the User can ask for the manufacturing of product samples. The User will be charged for the product samples according to the prices available on the Site at the moment of ordering product samples. Product samples will be discarded or donated to charity at

Printful's discretion after a period of one month when the File is delivered to the User. The User can ask for the product samples after the Service is carried out if the User pays for the costs of shipping the product samples to the location indicated by the User. You hereby agree to waive your right to collect royalties or other fees regarding the product samples that are donated or discarded.

1.5. The File and its intellectual property rights belong to the User except for the Files that are not based on the User's interests and specifications (e.g. photo or video of manufacturing blank items, etc.).

1.6. The User agrees to provide Printful access to their account, if such access is required to fulfill the User's request.

## 2. Terms of payment and refunds

Payment for the Service is based on the specifications and interests of each User individually and is subject to change if the specifications or interests are altered. In some cases, when the creation of a photo or video material is requested by the User, the payment can consist of a fee for the Service itself, and of product samples used in order to provide the Service. If not stated otherwise, all payments to Printful shall be in U.S. Dollars.

Unless Printful and the User agree otherwise, Printful should carry out the Service when the User has accepted the payment request in their Printful account, and the charge for the service has been successful. The User shall be responsible for paying all sales taxes, VAT, GST, and other taxes and duties associated with the Service (if and as applicable).

If the User has ordered a Service and Printful has begun working on it, no refunds will be given except for when there has been a miscommunication from Printful's side regarding the visual outcome of the Service. In this case, the funds should be returned to the User's Printful Wallet or according to the original payment method used.

In case there is a possible defect or Printful believes that by continuing the provision of a Service, there might be an infringement of third party rights, in particular, intellectual property rights' infringement, Printful reserves the right to put the provision of a Service requested by the User on hold for up to 30 days. If, within 30 days, the User does not resolve the issue or reach an agreement with Printful on how the Service could be continued, Printful will cancel the Service ordered by the User and reserves the right to make a full or partial refund, depending on the progress with the Service provided.

## 3. Intellectual property rights

The User is responsible for submitting copyright-free and original materials, reference images or description. You acknowledge and understand that you will carry full liability in the case that materials, reference images, or description of a design provided by You infringe the rights of a third party.

The File created by Printful through the Service and delivered to the User shall be deemed to be a "work

made for hire” explicitly ordered or commissioned by the User within the meaning of copyright laws of the U.S. or any similar or analogous law or statute of any other jurisdiction, and the User shall be deemed to be the sole and exclusive author of the File for all purposes and shall own all right, title, and interest in and to the File. The only exception to this provision is the ownership of the Files that are not based on the User's interests and specifications (e.g. photo or video of manufacturing blank items) or that contain third-party copyrighted works (e.g. background sound); and for such Files, Printful grants you a revocable, limited, royalty-free license for an indefinite period of time to use, process and customize the Files in order to promote the sale of the User's products manufactured by Printful.

If the File can't be deemed to be a “work made for hire” within the meaning of copyright laws of the U.S. or any similar or analogous law or statute of any other jurisdiction as described above, it will be considered that the File and its exclusive rights have been transferred by this Agreement into the ownership of the User without performing separate legal actions.

## 4. Delivery of designs and Files

In case the Service is aimed at providing the User with a graphic design, Printful submits the draft design to the User to review. The User has the right to ask Printful to make minor improvements or changes as agreed in the individual specification of the Service in the submitted design draft before the File is finally delivered to the User. Printful will use reasonable efforts to consider or attempt to make the improvements or changes requested by the User, and as a result of the Service will deliver the File. The User owns the right to complain about design draft received in the format of the File and Printful shall undertake making the necessary changes and/or improvements, depending on the revision count agreed beforehand between the User and Printful.

Any improvements or changes that are requested and require additional effort and work from Printful such as (but not limited to) changing the idea or appearance of the design, adding additional elements not communicated to Printful before starting the Service, making more improvements or changes than agreed beforehand, etc. will result in additional costs to the User. Such additional costs amount to 20% of the Service costs.

Printful will bear all associated costs if there is a need to improve or change the File due to the Service not being carried out properly from Printful's side. The User's only remedy in such cases is an improved or changed File.

All Files made as a result of the Service should be uploaded to the User's print file library by default in the agreed format. For certain types of Service, for e.g. photography and/or video, the delivery of Files could be passed through cloud-based file sharing links.

## 5. Dates

Printful provides the File to the User no later than on the date agreed after the User has made the

payment, unless Printful lacks information regarding the specifications or performance of the Service or finds a possible defect in the description or visual references or indications of third party rights infringement.

In case of a possible defect or Printful believes that by continuing the Service there might be an infringement of third party rights, in particular intellectual property rights' infringement, the Service is put on hold and Printful agrees with the User how the Service should be continued.

In case the User doesn't respond to Printful about necessary improvements within a three-month period from the date when the design draft has been submitted for the User to review, it's considered that the Service has been accepted by the User and Printful should provide the User with the File it has, regardless whether the User had confirmed it or not.

Printful should preserve the File for one year starting the day it has been provided to the User.

## 6. Indemnity

The User indemnifies and holds Printful harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the User's breach of this Agreement, use (or misuse) of the Service or violation of any law or the rights of a third party.

## 7. Law and jurisdiction

If a dispute arises between the User and Printful, the User is encouraged to first contact Printful directly to seek a resolution. Printful will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

Any dispute or claim arising out of or in connection with this Agreement or its formation (including non-contractual disputes or claims) will be subject to the non-exclusive jurisdiction of the courts of the State of North Carolina.

## 8. Modifications

Printful reserves the right, at its discretion, to modify this Agreement at any time. The User shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Service by the User following such notification constitutes the User's acceptance of the changes in the terms and conditions.

## 9. General

No agency, partnership, joint venture, employee-employer, franchiser-franchisee relationship, etc. is intended or created by this Agreement. If any provision of this Agreement is held to be invalid or

unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this Agreement upon notice to the User. Headings are for reference purposes only and do not limit the scope or extent of such section. Printful's failure to act with respect to a breach by the User or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee that we will take action against all breaches of this Agreement.