

**Welcome to** Designsmarket!

*Designsmarket is your gateway to professional design solutions, offering access to skilled designers across more than 90 design categories. Whether you're looking for a logo, website, branding, or any other creative project, our platform makes it easy to find the perfect designer to bring your vision to life.*

*Below are the Terms of Use that govern your access to and use of Designsmarket. By using our platform, you agree to comply with these terms, so please read them carefully.*

## Terms of Use

Last updated: 28 May 2026

Please read these Terms of Use (the "Terms") carefully before accessing, using or obtaining any materials, information, products or services through the Website. As we can accept your order and make a legally enforceable agreement without further reference to you, you must read these Terms to make sure that they contain all that you want and nothing that you are not happy with or do not accept. If you do not accept all of these Terms and any other additional terms, conditions, and policies that may be referenced here and/or available by hyperlink at the Website, then you may not use the Website or our Services.

By accessing, using our Website, Services or Content you agree to be bound by these Terms, our Privacy Policy, Cookie Policy and any other additional terms, conditions, and policies that may be referenced here and/or available by hyperlink at the Website (collectively the "Terms of Use"), which shall collectively constitute a binding contract between you (referred to as "you" or the "user") and XOLVIX LTD, registry code: 17198088, registered address: 51 Borough High Street, London, England, SE1 1NB (referred to as "we," "us," or the "Company").

The Terms of Use shall apply to all users of the Website, Services or Content, including without limitation users who are browsers, customers, suppliers of the company, representatives of other legal entities etc.

By accessing or using any section of our Website in any way or by completing the registration process for User Account, you represent and warrant that you have read, understood, and agree to be bound by Terms of Use and, in jurisdictions where consent is required for the Company to process your personal data, you consent to the collection, use, and storage of your personal data as outlined in our Privacy Policy and Cookie Policy (the "Acceptance").

### 1. Terms and Definitions:

For the purposes of these Terms the following terms shall have the following meaning:

"Website" refers to our Website, Content and Services represented at the Website;

"Business Days" refers to a day (other than Saturday, Sunday or public holiday) when banks and governmental authorities in England are open for business at the same day;

"User Account" refers to the personal account created by a user on our Website to access and utilize its features and resources;

“Content” refers to any materials, including text, images, animations, databases, graphics, logos, trademarks, icons, buttons, pictures, videos, sound recordings, and more, that are included or available on the Website;

“Intellectual Property” refers to any intellectual property rights, including but not limited to copyrights, trademarks, patents, trade secrets, or any other proprietary rights;

“Privacy Policy” refers to the document that outlines how we collect, use, and protect the personal information of our users, which can be found on our Website.

## 2. Modifications:

Please note that we may modify or amend Terms of Use for any reason at any time by posting a new version on the Website; these changes do not affect rights and obligations that arose prior to such changes. Your continued use of the Website following the posting of modified Terms of Use will be subject to the Terms of Use in effect at the time of your use. Please review the Terms of Use periodically for changes. If you object to any provision of the Terms of Use or any subsequent modifications to the Terms of Use or become dissatisfied with the Website in any way, your only recourse is to immediately terminate use of the Website.

The Company retains the right to occasionally modify, suspend, or cease this Website, Services and/or its Content without prior notice, at its sole discretion. We retain the right to adjust, suspend, or discontinue any part of our Website at our discretion. We bear no responsibility for any losses or damages resulting from such alterations.

## 3. Data Protection:

We process personal data in accordance with applicable data protection laws, including the UK GDPR. For more information on how we collect and use personal data, please refer to our Privacy Policy available on our Website.

## 4. User Eligibility:

To use our Website, you must be at least 18 years old and legally capable of entering into a binding contract to use this Website and purchase our Products.

Access to and use of our Website may be restricted or prohibited in certain jurisdictions or territories due to legal or regulatory requirements. The following territories are specifically restricted: Afghanistan, Albania, Algeria, Angola, Belarus, Bosnia and Herzegovina, Bulgaria, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, China, Croatia, Cuba, Democratic Republic of the Congo, Democratic People's Republic of Korea (North Korea), Ethiopia, Gabon, Guatemala, Guinea, Guinea-Bissau, Haiti, Iran, Iraq, Kenya, Kosovo, Laos, Lebanon, Liberia, Libya, Madagascar, Mali, Moldova, Monaco, Montenegro, Mozambique, Myanmar (Burma), Namibia, Nicaragua, Niger, Nigeria, Northern Cyprus, North Macedonia, Philippines, Republic of Congo, Russia, Senegal, Serbia, Sierra Leone, Somalia, South Africa, South Sudan, Sri Lanka, Sudan, Suriname, Syria, Tanzania, Tunisia, Venezuela, Vietnam, Yemen, Zimbabwe as well as all disputed/occupied territories (e.g., Northern Cyprus, Crimea, Donetsk, Kherson, Luhansk and Zaporizhzhia territories etc.) and any other jurisdiction where it would be illegal under applicable laws and regulations with regard to the Company. Please note that this list may change as necessary to maintain strict adherence to all applicable legal requirements.

By using our Website, you represent and warrant that you meet the eligibility requirements.

## 5. User Account:

To access certain features of our Website, you may need to create a User Account by signing up at the Website. You are responsible for maintaining the confidentiality of your User Account information and fully responsible for all activities that occur under your User Account. You agree to notify us immediately of any unauthorized use or suspected breach of security.

The User Account creation process may involve providing certain personal information, such as your full name, email address, phone number, password and other information indicated in the relevant form as compulsory. You must ensure that the information provided during registration is accurate, complete, and up to date.

You further acknowledge that providing false, misleading, or fraudulent information may result in the termination of your User Account and/or the restriction of access to our Website.

We reserve the right, at our sole discretion, to terminate or suspend your User Account or restrict your access to our Website without prior notice if we have reasonable grounds to believe that you have violated any provision of these Terms or engaged in unauthorized or fraudulent activities.

## 6. Payment and Delivery Policy:

**Pricing:** The pricing for products on our Website is clearly stated on the Website in EUR and GBP. The prices are subject to change at our discretion, and any changes will be communicated in advance (if feasibly possible).

All products are delivered on an “as-is” basis, without any warranties or guarantees regarding performance, results, or suitability for a particular purpose. While quality and reliability are prioritized, users acknowledge that outcomes may vary depending on the nature of the project, and no liability is assumed for any errors, omissions, or results arising from the use of the platform or the products/services offered.

**Payment Methods:** We accept credit cards and debit VISA, Mastercard cards or other payment methods which may be available on the Website. You are responsible for providing accurate and valid payment information. By providing payment details, you represent and warrant that you are authorized to use the chosen payment method.

### Refunds and Cancellations:

**Digital Content and Cancellation Rights:** In accordance with UK consumer law, you have the right to cancel your purchase within 14 days unless the digital content has already been downloaded. By purchasing and downloading our digital products, you expressly consent to the immediate delivery of the digital content and acknowledge that you will lose your statutory right to cancel once the download has started. This does not affect your statutory rights where the digital content is faulty, not as described, or does not function as intended.

**Cross-border Customers:** If our Products are offered to customers outside the United Kingdom, additional consumer protection laws may apply depending on the Customer’s location.

To exercise the right of cancellation, you must inform us via [xolvixltd@outlook.com](mailto:xolvixltd@outlook.com).

Subject to applicable laws or these Terms, the refund shall be made without undue delay and in any event not later than 14 days from the day on which we accept your claim for cancellation or you become eligible for cancellation in accordance with applicable law. To the extent permitted by law,

we may extend the mentioned period for refund to up to 1 month depending on your payment provider. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly instructed us otherwise; in any event, you will not incur any fees as a result of such reimbursement.

**Taxes and Fees:** The prices for Products on our Website may be subject to applicable taxes, duties, or fees imposed by governmental authorities. You are solely responsible for any such taxes or fees associated with your use of the Website.

**Third-Party Payment Processors:** We may utilize third-party payment processors to handle payment transactions. These processors are PCI DSS compliant and operate under strict security standards. Their use is subject to the processors' own terms and conditions, and we are not responsible for any actions, errors, or omissions by such third parties.

**Purchase and Delivery:** Upon successful payment for Products, you will receive the result directly to your account almost instantly. The delivery timeframe may vary depending on the specific service or project requirements, and any deviations from this standard timeframe will be communicated to you in advance. We strive to ensure a timely and efficient delivery process to meet your expectations. If you encounter any issues or delays in receiving your artwork, please do not hesitate to contact our customer support team for assistance.

## 7. Intellectual Property Rights:

All intellectual property rights, including but not limited to copyrights, trademarks, and patents, related to the Website, its Services, design, source code, and any content contained within them (excluding user-generated content) are owned by or licensed to us. You may not reproduce, distribute, modify, or create derivative works from any part of the Website without our prior written consent. The Company owns or holds licenses to all intellectual property rights associated with this website, its Services, design, source code, and any content contained within them. This includes but is not limited to text, images, animations, databases, graphics, logos, trademarks, icons, buttons, pictures, videos, sound recordings, and more. The Company undertakes to remove any content or materials on its Website that infringe upon the intellectual property rights of others.

## 9. Prohibited Conduct:

Your access to and use of the Services are governed by these Terms as well as all applicable laws and regulations. You are prohibited from:

- accessing or using the Services if you are not legally competent to agree to these Terms;
- making unauthorized copies, modifying, adapting, translating, reverse engineering, disassembling, decompiling, or creating derivative works from the Services or any included content, including software, unless expressly permitted by these Terms or applicable law;
- distributing, licensing, transferring, or selling any part of the Services or derivative works;
- marketing, renting, or leasing the Services for a fee, or using the Services to advertise or solicit commercially, unless another directly prescribed herein;
- using the Services for commercial, political, or unauthorized purposes without our written consent, including advertising, solicitation, or spamming;

- interfering with or attempting to disrupt the Services or our Website, or bypassing any security measures we employ;
- incorporating the Services or any part of them into another program or product;
- using automated tools to collect information from or interact with the Services;
- impersonating others or misrepresenting your affiliation with any person or entity, including misrepresenting content as originating from the Services;
- using another's account or system without authorization from the Company;
- using the Services in a way that conflicts with or undermines their intended purpose;
- trading, selling, or duplicating Services unless expressly permitted by the Company;
- uploading or transmitting files that contain harmful software, unauthorized advertising, personal information, intellectual property infringements, defamatory content, or any material that is illegal, offensive, or intended to harm or provoke others;
- providing answers or recommendations without proper licensing or qualifications;
- restricting or inhibiting others' use of the Services or exposing the Company, Services, or users to harm or liability;
- attempting to gain unauthorized access to our Website or other User Accounts;
- interfering with or disrupting the Website 's functionality or security;
- engaging in any activity that may cause harm to our Website, users, or third parties.
- violating any applicable laws, regulations, or third-party rights.

We reserve the right to remove or disable your access to the Services, at our discretion, with or without prior notice, for violating these Terms.

Please note that if your usage is continually excessive, unfair, affects other users' enjoyment of our Services, or is not consistent with the usage we would typically expect on your current package, we reserve the right to suspend or terminate your ability to access the Services.

#### 10. Privacy:

We are committed to protecting your privacy and handling your personal information in accordance with our Privacy Policy. By using our Website, you consent to the collection, use, and disclosure of your personal information as described in the Privacy Policy.

#### 11. Disclaimer of Warranties:

The information, products, and services provided on the Website are offered on an "as is" and "as available" basis. The Company makes no warranties or representations of any kind, whether express or implied, regarding the operation of the Website or the information, content, materials, products, or services provided to you by the Company.

Your use of the Website is at your own risk. To the fullest extent permitted by law, the Company disclaims all warranties, both express and implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. The Company does not guarantee that the Website, its servers, or any emails sent from the Website are free of viruses or other harmful components.

The Company will not be liable for any delays, interruptions, or failures in providing its services due to factors beyond its reasonable control. The Company does not ensure the accuracy, completeness, or usefulness of any information on the Website and does not endorse any opinions, advice, or statements made.

The Company is not affiliated with or endorsed by OpenAI or other rightsholders.

#### 12. Limitation of Liability:

To the fullest extent permitted by applicable law, in no event will the Company, its affiliates, officers, directors, employees, agents, suppliers or licensors be liable to any user for (a): any indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity) however caused, under any theory of liability, including, without limitation, contract, tort, warranty, breach of statutory duty, negligence or otherwise, even if Company has been advised as to the possibility of such damages or could have foreseen such damages.

The Company shall not be held liable to the user regarding the use of the Website, its Website, software, services, hyperlinks, or materials contained in or accessed through the Website. This includes, without limitation, any damages resulting from the user's reliance on any information obtained from the Company, as well as damages arising from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission, or any failure of performance. Such damages may occur irrespective of whether they result from acts of God, communication failures, theft, destruction, fraud, or unauthorized access to the Company's records, programs, platforms, or services.

#### 13. Third Party Links:

We may post links to third party websites on the Website that are not owned or operated by us. Please be aware that we are not responsible or liable for any content, advertising, products, or other materials on or available from third party websites or for any privacy or other practices of the third parties operating those websites

#### 14. Indemnification:

You agree to indemnify, defend, and hold us harmless from and against any claims, liabilities, damages, losses, costs, or expenses arising out of or in connection with your use of our Website or violation of these Terms.

#### 15. Term and Termination

(a) Term. These Terms shall be effective as of the date of Acceptance (as defined above in the preamble) and remain in full force and effect while you use the Service, unless terminated earlier in accordance with the Terms.

(b) Termination by you. If you want to terminate the Terms, you may do so by closing your User Account and ceasing to use the Service.

(c) Termination by us. We reserve the right to terminate or suspend your User Account or access to any or all of the Services at any time and for any reason. Where required by law we will provide you with prior reasonable notice. It is within our sole discretion and determination to terminate your User Account for what we deem to be a violation or breach of Terms of Use or applicable laws.

(d) Effect of Termination. In the event that we terminate or suspend your Account, you will have no further access to your Account or any information or functionality associated with it. As stated above, you will not be entitled to any refunds for any Products acquired during your use of the Service. Termination of any feature of the Service includes removal of access to such feature. Termination of the Service includes deletion of your password and all related information, files, and Content associated with or inside your User Account (or any part thereof). To the fullest extent permitted by law, the Company will not have any liability whatsoever to you for any suspension or termination, including for deletion of your Content.

#### 16. Governing Law and Jurisdiction:

These Terms shall be governed by and construed in accordance with the laws of England and Wales. Any disputes arising out of or relating to these terms shall be subject to the exclusive jurisdiction of the courts located in England.

#### 17. Out-of-court Dispute Resolution:

Disputes arising from these Terms may be submitted to a UK-approved Alternative Dispute Resolution (ADR) scheme, and EU-based users may also use the EU Online Dispute Resolution platform at <http://ec.europa.eu/consumers/odr>.

#### 18. Severability:

If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

#### 19. Headings

The headings in these Terms are inserted for convenience of reference only and do not affect the interpretation of these Terms.

#### 20. Force Majeure

The Company shall not be liable for any event beyond that party's reasonable control, such as a war, pandemic, natural disaster, government order or regulation, explosion, fire, strike, act of God, or other force majeure event.

#### 21. Complaints

If you have any complaints regarding our products or services, please contact us at [xolvixltd@outlook.com](mailto:xolvixltd@outlook.com) or XOLVIX LTD, registry code: 17198088, registered address: 51 Borough High Street, London, England, SE1 1NB and we will review your complaint and respond in a timely and fair manner.

#### 22. Entire Agreement:

These Terms, along with our Privacy Policy, Cookie Policy, constitute the entire agreement between you and us regarding your use of our Website and supersede any prior agreements or understandings.

If you have any questions or concerns regarding these Terms, please contact us at [xolvixltd@outlook.com](mailto:xolvixltd@outlook.com).