

# Terms of Service

Effective date: 28 May 2026

These terms of service ("Terms") constitute a legally binding agreement between:

- **Mutate Studio by Christian Heins**, registered at Pellwormstraße 29, 22846 Norderstedt, Germany ("Mutate", "we", "us" or "our"), and
- **the client** (as defined in the proposal and bills), including its affiliates, employees and agents ("you" or "your").

By signing a proposal, statement of work (SOW) or separate signature page, you accept these Terms in full.

If you do not agree, do not engage our services.

## 1. Services

Mutate provides branding services as outlined in the proposal and/or SOW. All services are tailored to the client's specific needs as outlined in the proposal or SOW. Any additional requests beyond the agreed scope will be quoted separately. Services may include:

- **Brand Audit**  
A 360° analysis of your current brand's target customers, strengths, weaknesses, and opportunities.  
Identifies gaps in positioning, perception, and competitive differentiation.
- **Brand Strategy**  
Defines your brand's foundation—positioning, tone of voice, USPs, and target audience alignment.  
Includes competitor benchmarking, a strategy workshops, and a 10-year roadmap for scalable growth.
- **Brand Design**  
Develops your visual identity (logo, typography, color palette, imagery, motion design, sonic identity) and brand guidelines for consistent application across all touchpoints. Focuses on high-quality, timeless design that resonates with your ideal customer personas (ICP).
- **Brand Experience**  
Maps and designs the customer interactions & experiences—from signage and digital presence to staff training and spatial branding. Ensures your brand is experienced cohesively across your touchpoints.
- **Brand Launch**  
Executes the rollout plan, including PR, internal alignment, and launch materials.  
Ensures a smooth, impactful introduction of your new brand to the market and your existing customers.

Final pricing is confirmed in the proposal, based on Brand Audit findings and client requests.

The proposal and/or SOW take precedence over these Terms in case of conflict.

## 2. Billing

### Payment terms

- **Brand Audit:** 100% upfront, non-refundable payment before commencement.
- **Other Project phases:** 50% upfront, 50% on approval.
- Payments must be made via bank transfer to the account specified in the invoice. Credit card or other payment methods may be accepted at Mutate's discretion, with any associated fees borne by the client.
- Payment is due within 14 calendar days of invoice issuance.

### Late payments

- Overdue payments incur interest at the statutory rate for commercial transactions in Germany (according to § 288 BGB) plus a one-time administrative fee of €40.
- Mutate may suspend all services, including access to deliverables and project files, until full payment is received.

### Currency and taxes

- All prices are net in euros (€) plus applicable VAT.
- For services provided to businesses within the European Union holding a valid VAT identification number, no German VAT will be charged (reverse charge procedure under § 3a of the German VAT Act). The client is responsible for accounting for VAT in their own country.

## 3. Usage license

### Ownership and license scope

- Upon full payment, the client receives a non-exclusive, irrevocable, global and perpetual license to use the final deliverables solely for the business purposes of the entity named in the proposal ("Licensed Entity").
- 'Final deliverables' refers only to the completed, client-approved assets as listed in the proposal or SOW. Drafts, unused concepts, or intermediate files remain the exclusive property of Mutate and are not licensed for use.

- Mutate retains all copyrights to all pre-existing materials, tools, methodologies, templates, or other proprietary assets and guarantees that the deliverables created specifically for the client will not be sold, licensed, or otherwise transferred to any third party without the client's prior written consent.

### Permitted uses

The client may use the final and approved deliverables only for the Licensed Entity for the following use cases:

- **In Business software:** Microsoft Office (e.g. Word, PowerPoint, Excel), email clients, and other standard productivity tools.
- **In non-generative design & marketing software:** Canva, Figma, Adobe Suite (Photoshop, Illustrator, InDesign) for non-generative adjustments such as resizing, colour changes, or formatting.
- **Across client touchpoints, such as**
  - Printed and digital collateral (e.g. business cards, brochures, presentations).
  - Signage and physical branding (e.g. office signage, store interiors, trade show booths).
  - Digital platforms: websites, social media, and online advertisements.
  - Out-of-home (OOH) advertising (e.g. screens, billboards and ads in public transport).

### Prohibited uses

During the project as well as after completion, the client may not:

- Publish, resell or sublicense Mutate's deliverables (or modified versions thereof) without Mutate's written consent.
- Upload Mutate's deliverables (or modified versions thereof) to any AI-training platforms, generative AI models (e.g., ChatGPT, Midjourney, DALL-E), or any other form of machine learning without Mutate's written consent.

### Restrictions on use for unrelated entities

The client may use the deliverables only for affiliates or subsidiaries explicitly listed in the proposal or added later in writing with Mutate's consent. The client may not use the deliverables, or any derivatives thereof, for any business, entity, or activity not explicitly named in the proposal as the Licensed Entity. This includes, but is not limited to:

- New business ventures spun off from the Licensed Entity.
- Subsidiaries, affiliates, or sister companies not listed in the proposal, SOW or any separate licensing agreement.
- Personal projects or non-commercial use by employees or owners of the Licensed Entity.

For such use cases, a separate licensing agreement must be negotiated with Mutate.

### Consequences for violations

Mutate may terminate this agreement immediately. The client must pay a penalty of 25% of the total project investment (minimum €5,000) plus actual damages, including but not limited to legal costs, lost revenue, or reputational harm.

## 4. Revisions

### Objective issues (Claims)

- **Definition:** Objective issues include errors, missing deliverables, or misalignments with the proposal or SOW (e.g., incorrect file formats, deviations from agreed specifications).
- **Claim Period:** Claims must be submitted in writing within 7 calendar days of deliverable handover.
- **Correction:** Mutate will correct all verified objective issues at no additional cost if reported within this period.
- **Consequence:** If no claims are submitted within 7 days, the deliverables are considered free of objective defects, and the phase is deemed approved for objective matters.

### Subjective changes (Feedback)

- **Definition:** Subjective changes relate to preferences in design choices (e.g., color palette, typography, logo design).
- **Free Revision:** The client is entitled to 1 free revision per phase for subjective preferences.
- **Feedback Period:** Feedback for subjective changes must be submitted within 14 calendar days of deliverable handover.
- **Additional Revisions:** Any further subjective revisions will be billed at €150/hour.
- **Exclusion:** Audits are not subject to free revisions for subjective changes.
- **Consequence:** If no feedback is provided within 14 days, the phase is deemed approved for subjective matters, and Mutate may proceed to the next phase or invoice the final payment.

### Final recourse

If the client remains dissatisfied after corrections:

- Mutate will attempt one final correction round.
- If the client is still dissatisfied and the issue is objectively verifiable and material (e.g., misalignment with the proposal), Mutate will not invoice the final 50% payment for that phase.

### Approval and delays

A phase is considered fully approved if:

- The client does not submit any claims for objective defects within 7 calendar days of deliverable handover, or
- The client does not provide any feedback for subjective changes within 14 calendar days of deliverable handover, or

- The client or their authorized representative explicitly states in writing (email or signed document) that they are satisfied with and approve the delivered materials.

Once approved, the client may not request further revisions for that phase without additional payment, except as outlined in this section.

## 5. Confidentiality

- All drafts, unreleased assets and proprietary processes are confidential for 10 years post-project.
- After 10 years, confidential materials may be destroyed or archived at Mutate's discretion, unless otherwise agreed in writing.
- The client may publicly disclose final deliverables unless otherwise agreed.

## 6. Marketing rights

- Mutate retains the right to use the client's name, logo, and non-confidential project deliverables in its portfolio, website, social media, case studies, and other marketing materials. The client may opt out in writing before project commencement.
- Mutate may request a testimonial or reference from the client. The client is under no obligation to provide one but may do so voluntarily.

## 7. Termination

### By the client

The client may terminate the project anytime with a 30 calendar days' written notice.

### By Mutate

Mutate may terminate the project immediately if the client:

- Breaches these Terms.
- Fails to provide feedback/materials within 21 calendar days of request.
- Engages in fraudulent, illegal or abusive conduct.

### Consequences

- The client must pay all outstanding payments for completed phases as well as 25% of the remaining project amount as compensation for reserved capacity and any preliminary work.
- If the client terminates, Mutate may provide all completed deliverables up to the termination date, but retains all rights to unfinished work.
- If Mutate terminates, they may retain all rights to all deliverables created for the client.

### Force majeure

- Neither party is liable for delays caused by events beyond its control (e.g. natural disasters, war, pandemics, or other events beyond either party's reasonable control).
- The project timeline extends by the duration of the delay.
- Either party may terminate if the delay exceeds 30 days.

## 8. Liability

### Liability limitation

- Mutate's liability is limited to the total amount paid by the client for the project, except in cases of gross negligence, intentional misconduct, or willful breach of confidentiality or IP rights, where liability is unlimited.
- Mutate is not liable for any third-party claims arising from the client's use of deliverables in violation of these Terms or applicable law.

### Indemnification

- The client indemnifies Mutate against claims arising from:
  - Unauthorised use of deliverables in violation of Section 3 (Prohibited Uses or Restrictions on Use).
  - Misrepresentation of information provided to Mutate (e.g. project scope).
- Mutate indemnifies the client against claims arising from its breach of these Terms.
- Indemnification claims will be governed by the laws of Germany and resolved in the courts of Hamburg, Germany.

## 9. Subcontracting

Mutate may engage third-party specialists (e.g. motion designers, 3D Artists, Event designers) in the interest of providing the best possible result for the client. Subcontractors must:

- Comply with GDPR and these Terms' confidentiality clauses.
- Be based in the EU/EEA or a country with adequate data protection (as determined by the EU Commission).
- Sign a confidentiality agreement based on Section 5 (Confidentiality) of these Terms.

## 10. Timelines

### Estimates

Timelines in the proposal are estimates, not guarantees, unless stated as "fixed".

### Client-caused delays

If the client fails to provide feedback/materials within 14 days, Mutate may

- pause the project or delivery of partial deliverables,
- extend the timeline by the duration of the delay,
- invoice a waiting charge of 1% of the project phase amount per month for delays exceeding 14 calendar days.

### Mutate delays

If Mutate anticipates a delay, the client

- will be notified by Mutate in writing about the estimated delay and a revised timeline within 5 business days of becoming aware of the delay.
- may terminate the affected phase if the delay exceeds 21 calendar days, with a pro-rated refund minus a 25% cancellation fee.

## 11. Data Protection (GDPR)

Mutate processes personal data in accordance with the General Data Protection Regulation (GDPR) and other applicable data protection laws.

- **Purpose:** Personal data (e.g., client contact details, project materials) is processed solely for the purpose of fulfilling these Terms and providing the services.
- **Retention:** Personal data will be retained for 7 years after project completion (for tax/legal purposes) and then securely deleted, unless a longer retention period is required by law.
- **Client's Responsibility:** The client is responsible for ensuring that any personal data provided to Mutate (e.g., customer lists, employee information) is lawfully obtained and processed. Mutate is not liable for the client's breach of data protection laws.
- **Subprocessors:** Mutate may use third-party subprocessors (e.g., cloud storage, project management tools) that comply with GDPR. A list of subprocessors is available upon request.

## 12. Client Obligations

The client agrees to:

- Provide accurate, complete, and timely information and materials as requested by Mutate.
- Review and approve deliverables within the agreed timelines to avoid delays.
- Comply with all applicable laws in connection with the use of deliverables, including but not limited to copyright, trademark, and data protection laws.
- Indemnify Mutate against any claims arising from the client's breach of these obligations.

## 13. Warranties

### Mutate Warrants

Mutate warrants that all deliverables will:

- Be original works (not infringing on any third-party IP rights).
- Conform to the agreed specifications in the proposal or SOW.
- Be free from material defects (e.g., technical errors in digital files).

### Client Warrants

Client warrants that all information and materials provided to Mutate are:

- Accurate and complete.
- Non-infringing (do not violate any third-party rights).
- Lawfully obtained and may be used by Mutate for the purposes of these Terms.

### Disclaimer

Mutate does not warrant or guarantee that deliverables will achieve any specific business results (e.g., increased revenue, customer acquisition).

## **14. General provisions**

### **Amendments**

Any changes to these Terms must be agreed in writing by both parties.

### **Dispute resolution**

- Before initiating any legal proceedings, both parties agree to attempt to resolve any disputes or claims arising out of or in connection with these Terms through good-faith negotiations. If no resolution is reached within 14 calendar days of written notice by one party to the other, the parties may pursue further legal action.
- Before initiating legal proceedings, both parties agree to attempt to resolve disputes through mediation in Hamburg, Germany, with a neutral mediator chosen by mutual agreement.
- This obligation does not apply to urgent matters, including but not limited to intellectual property infringements or unauthorised use of deliverables, where immediate injunctive relief is required.

### **Entire agreement**

These Terms, the proposal and any SOWs constitute the entire agreement.

### **Severability**

If any clause is found unenforceable, the remaining clauses remain in effect.

### **Governing law and jurisdiction**

- These Terms are governed by German law.
- Disputes will be resolved in the courts of Hamburg, Germany.

### **Electronic signatures**

Electronic signatures (e.g., DocuSign, Adobe Sign) are considered valid for all agreements under these Terms.

## **15. Contact**

For legal inquiries contact:

Christian Heins

Pellwormstraße 29, 22846 Norderstedt, Germany

legal@mutate.studio

**By signing the proposal or a separate signature page, the client confirms that they have read and accept these Terms in full.**