

InBold Terms and Conditions

Last Updated: March 2026

Introduction

These Master Terms and Conditions govern the relationship between InBold (the "Agency" or "InBold") and the purchasing entity ("Client"). InBold and the Client are collectively referred to as the "Parties" and individually as a "Party." To ensure clarity, the term "Client" is used uniformly throughout this agreement to refer to the purchasing party. This agreement is divided into three parts, alongside an Advanced Compliance Addendum:

Part 1: Specific terms for Sales and Delivery.

Part 2: Specialized Service Terms (Public Relations, Influencer, Events, Branding, Media Buying, Content Production, Information Technology (IT) & Hosting).

Part 3: Master Legal Terms that apply universally to all services provided by InBold.

Addendum: Advanced Compliance & Security.

Part 1: Sales and Delivery Services

These terms apply when InBold provides general strategic, creative, design, copy, or production services.

1. Offers and Agreements

1.1 Offers are binding on InBold for 60 days from the date of the offer.

1.2 An agreement is concluded when the Client's acceptance has been received by InBold. In cases without express acceptance, an agreement is concluded when InBold issues an order confirmation or commences performance of the services, whichever occurs first. The Client may contest the terms of an order confirmation or the commencement of services only by providing written notice immediately upon receipt of the confirmation or immediately upon being notified that work is starting.

1.3 Offers are subject to the condition that any materials provided by the Client meet the required technical specifications outlined in the brief, that the Client does not require partial deliveries instead of one overall delivery, and that the submitted material corresponds to the quotation.

1.4 If the Client's briefing or provided materials differ significantly from the original assumptions used to generate the quotation, InBold reserves the right to submit a revised quotation and production plan. Work will not commence on the revised scope until the Client approves the updated quotation.

1.5 **Change Orders:** Any changes to the scope, deliverables, or timeline after the project has commenced must be documented in a written "Change Order" confirmed by both Parties, detailing any extra costs or delays, before InBold begins the new scope work.

2. Delivery and Correction Rounds

2.1 Delivery shall take place at the time agreed with the Client. All delivery timelines and project milestones must be mutually agreed upon in writing in a specific Statement of Work (SOW) or project plan prior to the commencement of work. In the event of delays caused by the Client or Force Majeure, InBold is entitled to extend the delivery time or terminate the agreement.

2.2 **Correction Rounds:** Copy, design, and layout deliveries include 2 correction rounds, unless otherwise agreed. A "correction round" is defined as one consolidated list of written feedback. While InBold performs internal quality checks and proof reading for communication and agency deliverables, the clients is responsible for factual verification of all matters related to their product, services and company.

For production clients where the client delivers the content, the Client is responsible for final proofreading and factual verification before approval, unless otherwise agreed upon. Additional correction rounds will be invoiced separately.

2.3 **Approval Delays:** InBold will follow up three times within six weeks from the date of sending the first version of the deliverable. If there is no response from the Client within this period, the delivery will be considered accepted, the project closed, and InBold will invoice the Client for the pro-rata portion of the work completed up to that date, based on the agreed project milestones or actual hours worked.

3. Source Files and Archives

3.1 **Source Files vs. Final Deliverables:** Unless explicitly scoped in the agreed quotation, the Client is purchasing the final, flattened deliverables (e.g., MP4, PDF, JPEG). Native source files or working files (e.g., layered Photoshop, Premiere, 3D, After Effects files or AI prompts) remain the property of InBold but may be purchased and transferred to the Client under a separate commercial agreement.

3.2 **Archives:** InBold is not obliged to create and maintain long-term archives of project files. If the Client requires specific archival services, this must be agreed upon at the start of the job and paid for separately.

4. Printing, Physical Deliveries, and Repro Services

4.1 **Print Runs:** InBold is entitled to an excess or short delivery of up to 10% of the agreed print run. If custom materials were manufactured by a third party, InBold is entitled to a reasonable deviation matching that supplier's terms.

4.2 **Errors and Defects:** InBold is not liable for errors the Client has not corrected in writing during the proofing stage. InBold is not liable for errors attributed to Client-provided materials, or for incorrect placement of elements if precise written instructions were not provided.

4.3 **Repro Services:** The Client's quality control assumes full responsibility at the start of printing. In the event of errors in printing plates, digital files, or film, InBold cannot be held

liable for resulting loss and is only obliged to deliver new, corrected print files.

4.4 **Complaints:** The Client is responsible for immediately complaining about a defective delivery; failure to do so promptly forfeits the right to assert the defect.

Part 2: Specialized Service Terms

The following terms apply strictly to the extent that the Client engages InBold for the specific specialized services described below.

5. Influencer & Talent Marketing

5.1 **Morals Clause:** InBold reserves the right to immediately terminate any talent or influencer without penalty if they commit an act that brings the Client or InBold into public disrepute, scandal, or ridicule.

5.2 **Usage Rights:** It is to be specified exactly where (e.g., organic Instagram only), how, and for how long (e.g., 3 months) the client may use the influencer's content. Intellectual Property (IP) rights remain with the influencer unless the client purchases a full "buy-out".

5.3 **Results and Warranties:** InBold guarantees the execution of the agreed campaign, but we do not guarantee specific results such as sales, number of conversions, or guaranteed reach (unless these targets are explicitly agreed upon).

5.4 **Disclosure Compliance:** Influencers and talent are required to abide by all applicable advertising disclosure laws (e.g., Federal Trade Commission (FTC), Advertising Standards Authority (ASA), Ombudsman guidelines). As InBold and the client both assume legal responsibility for the marketing content of the influencers' published postings InBold upholds rigorous compliance checks and may ultimately choose to withhold or ask for unpublishing or adaptation of content to remove doubt or limit any potential financial or reputational damage.

6. Events & Experiential Marketing

6.1 **Cancellation & Postponement:** If an event is canceled or postponed due to weather, venue closures, or Force Majeure, the Client remains responsible for all non-refundable third-party costs (e.g., catering, venue deposits, staging, talent guarantees) incurred by InBold up to the point of cancellation.

6.2 **Permits and Safety:** Unless explicitly scoped in the agreement, the Client or the event venue is solely responsible for securing local event permits, ensuring health and safety compliance, and managing crowd control.

7. Digital Production & Apps

7.1 **Accessibility Disclaimer:** While InBold designs with modern best practices, formal legal compliance with accessibility standards (such as the Americans with Disabilities Act (ADA) or Web Content Accessibility Guidelines (WCAG)) requires specialized third-party auditing,

which remains the Client's responsibility unless explicitly included in the scope of work.

7.2 Third-Party Platforms: InBold is not liable for project delays, financial losses, or rejections caused by third-party platform policy changes or review processes (e.g., Apple App Store, Google Play Store).

8. Public Relations & Communications Strategy

8.1 Defamation Indemnity: The Client indemnifies InBold against any third-party claims of libel, slander, or defamation arising from press releases, public statements, or PR materials that were approved by the Client prior to distribution.

8.2 Approval of Public Statements: InBold will not issue any formal press release or public statement on behalf of the Client without the Client's prior written approval (email shall suffice). Once approved, the Client assumes full legal and regulatory responsibility for the content of the message.

8.3 No Guarantee of Coverage Public Relations is an "earned media" service. While InBold will use professional efforts to secure media interest, the final decision to publish or broadcast remains with third-party journalists, editors, and outlets. InBold makes no warranty or guarantee that specific media placements, reach, or sentiment will be achieved. InBold and the Client agree on KPIs, and InBold will use professional diligence to meet these objectives.

8.4 Crisis Communications Limitation: In the event of "Crisis PR" services, InBold provides strategic messaging advice based on information provided by the Client and the context available to InBold. InBold is not liable for the underlying events causing the crisis, the public's ultimate reaction to the messaging, or the final business impact on the Client.

8.5 Media Distribution & Monitoring Costs: Costs for third-party media distribution services (e.g., wire services), media monitoring, or reports are considered External Costs. These costs will be invoiced by InBold to the Client

9. Branding & Corporate Identity

9.1 Typography & Font Licensing: InBold will identify any third-party fonts or typography used in the deliverables. However, the Client is strictly responsible for purchasing the correct commercial, enterprise, or web licenses required for their specific corporate usage and scale.

9.2 Unused Concepts & Rejected Designs: The Client is only purchasing the rights to the final, approved design route. InBold retains 100% ownership of all pitched, unselected, or rejected concepts, and the Client may not use or adapt them without a separate commercial agreement.

9.3 Originality Limitation: InBold warrants that all branding work is originally created by our team. However, because millions of logos exist globally, InBold cannot guarantee that a

design does not unintentionally resemble an existing mark. The Client is solely responsible for conducting formal trademark clearance searches through their legal counsel prior to use.

9.4 Brand Naming: InBold may provide preliminary availability checks (e.g., domain availability or basic search engine checks), but comprehensive trademark clearance and official registration are strictly the Client's legal and financial responsibility.

9.5 Creator's Right to Display: Once the brand identity is publicly launched by the Client, InBold retains the perpetual right to display the final work in its portfolio, submit it for industry design awards, and be credited as the creator of the brand identity.

10. Media Buying Transparency

10.1 Media Discounts and Rebates: Unless a separate transparent media-buying agreement is signed, any volume discounts, rebates, or free media credits (AVBs) generated by InBold's total aggregated media spending across all its clients will be retained by InBold as part of our compensation.

10.2 Brand Safety & Ad Fraud: While InBold uses commercially reasonable efforts and industry-standard tools to prevent ads from appearing adjacent to inappropriate content or being subject to ad fraud (bot traffic), 100% brand safety cannot be guaranteed on programmatic networks.

11. Marketing Content Production (Design, Layout, Digital Imaging, Post-Editing, Motion Graphics, Film & Photo)

11.1 Scope of Production: These terms apply to all visual asset generation, including live-action film shoots, photography, design, layout, digital imaging, post-editing, audio production, and motion graphics.

11.2 Weather Days & Shoot Cancellations: If a physical production shoot is canceled or delayed due to weather conditions ("Weather Day") or Client-requested changes within 48 hours of the shoot, the Client is responsible for all resulting out-of-pocket costs, including crew day-rates and equipment rentals.

11.3 Talent & Location Usage Restrictions: InBold will secure standard releases for talent, models, and locations. The Client is strictly bound by the geographic, temporal, and media usage limits of those specific releases. Any extended usage, renewals, or residual payments are the sole responsibility of the Client.

11.4 Props & Client Products: Any highly valuable prototypes, jewelry, or Client products provided to InBold for use on set or during production are provided entirely at the Client's own risk. InBold is not liable for damage or theft of such items.

11.5 Post-Production & Motion Graphics: Revisions for post-editing, digital imaging, layout formatting, and motion graphics are strictly limited to the correction rounds defined in Section 2.2, unless a specific rendering and editing schedule is otherwise detailed in the agreed project scope. Major structural changes requested after the initial edit lock will require a Change Order.

12. IT & Hosting Services: Definitions and Scope

12.1 **Commissioning Day:** The day on which the Client actually uses a service or housing facility.

12.2 **Ready to Use:** A message from InBold stating that the hosting facilities or internet connection can be used.

12.3 **Rent/Housing:** The right to use a housing facility, fiber, or circuit. Renting housing facilities is not necessarily an exclusive right, as other clients may place equipment in the same facility.

12.4 **Subcontractors:** If InBold provides physical internet connections via fiber, copper, or wireless, the terms and conditions of the subcontractor in question shall apply and take precedence over this Agreement.

13. IT Delivery, Agreements, and Guarantees

13.1 **Agreement Period:** Contracts may be terminated by either party with 90 days written notice until the end of a month. If not terminated 30 days before expiration, the Contract will automatically extend for 1 month on the same terms.

13.2 **Approval:** When services are declared "Ready for Use," the Client must notify InBold in writing within 5 working days if the services do not meet the agreed specifications. If no notice is given, the services are considered to meet all specifications and guarantees.

13.3 **Disputes:** Unresolved delivery disputes lasting more than 15 working days must be handed over to an independent industry expert, whose decision is final.

13.4 **Guarantees & SLAs:** InBold makes no other warranty regarding uptime or performance apart from the applicable Service Level Agreement (SLA) explicitly detailed in the Client's specific Statement of Work. Any remedies for failure to meet SLA targets, such as service credits, will be governed strictly by that specific SLA. InBold cannot control the flow of information across third-party internet services and disclaims responsibility for third-party network disconnections.

14. Acceptable Use Policy

14.1 The Client must comply with all applicable laws and regulations in connection with their business. The Client may not use InBold's network, servers, or services to:

- Violate applicable laws, rules, or the privacy of others.
- Send unsolicited bulk email ("SPAM") or operate an open mail relay.
- Store or distribute illegal or copyright-infringing material.
- Distribute malicious programs (viruses, worms, Trojan horses).
- Attempt unauthorized access to networks ("cracking"), monitor networks without permission, or execute denial of service attacks.

14.2 InBold reserves the right to immediately suspend or terminate deliveries if this policy is

violated or illegal material is detected.

Part 3: Legal Terms

These terms apply universally to all InBold agreements, contracts, and services.

15. Pricing and Payment

15.1 All prices are exclusive of Value Added Tax (VAT), taxes, and delivery.

15.2 **Minimum Invoicing & External Costs:** The minimum invoicing amount is DKK 250 or its equivalent in used currency per month; invoice processing fees apply if the total is less. External costs to InBold services (e.g., media buying, venue rental) will be invoiced in advance.

15.3 **Late Payments:** Any invoice must be paid no later than 14 days after issue. If the Client does not make timely payment, a flat fee interest rate of 2% per month will be applied to the outstanding amount. The Client also pays any costs of recovery.

15.4 **Price Adjustments:** InBold reserves the right to pass on documented increases in external third-party costs (e.g., public taxes, material costs) that occur after a project is quoted. Additionally, for ongoing retainer agreements, InBold may index its hourly rates annually based on the Danish Price Index, capped at a maximum increase of 5% per year.

15.5 **Media Buying and Sequential Liability:** If InBold purchases media or advertising space on behalf of the Client, sequential liability shall apply. InBold is only liable to pay media vendors to the extent that InBold has received cleared payment from the Client for those specific media purchases.

15.6 **Disputed Invoices:** If the Client disputes any portion of an invoice in good faith, the Client must notify InBold in writing within ten (10) days of receiving the invoice and must pay the undisputed portion by the original due date. Failure to notify InBold within this timeframe deems the invoice fully accepted.

15.7 **International Withholding Taxes:** All invoiced amounts must be paid to InBold in full. If the Client's local government requires them to deduct a withholding tax from the payment, the Client must increase (or "gross up") the total payment so that the final amount deposited into InBold's account matches the original invoice.

16. Intellectual Property (IP) and Ownership

16.1 **Agency IP:** The copyright to preparatory work, concepts, creative presentations, and original material developed by InBold belongs to InBold and may not be transferred without approval. Any tools, intermediate products, or materials provided by InBold remain the property of InBold.

16.2 **Client Ownership:** Upon full and final payment of all outstanding invoices, the intellectual property rights to the final, approved deliverables are officially transferred to the Client. InBold retains ownership of any pre-existing base code or internal tools used to build the deliverables.

16.3 **Third-Party Materials:** Any third-party materials (including stock photography, licensed music, fonts, or talent rights) incorporated into the deliverables remain the property of their respective creators or licensors. The Client's ownership and use of the deliverables are strictly subject to the terms and restrictions of those third-party licenses.

17. Data Protection and GDPR

17.1 In the provision of IT, Hosting, and Digital services, the Client acts as the "Data Controller" and InBold acts as the "Data Processor" under the General Data Protection Regulation (GDPR).

17.2 The processing of personal data will be strictly governed by a separate Data Processing Agreement (DPA) entered into by both parties.

18. Liability, Defect Limitations, and Indemnification

18.1 **Mutual Limitation of Indirect Losses:** Neither Party shall be liable to the other for any indirect, incidental, consequential, or punitive damages, including but not limited to loss of profit, loss of revenue, or operating losses arising out of or related to this Agreement.

18.2 **IT Compensation Cap:** InBold's maximum financial liability to the Client for any claims specifically arising from IT or Hosting services shall not exceed the total amount the Client paid InBold for those specific IT/Hosting services during the six (6) months immediately preceding the claim.

18.3 **Property Damage:** InBold is not liable for loss or damage to property (e.g., originals, materials) entrusted to it by the Client, unless caused by gross negligence. The Client is responsible for insuring their item against damage and destruction.

18.4 **Legal Clearance & Compliance:** The Client is solely responsible for the factual accuracy, legal substantiation, and regulatory compliance of all products, services, and advertising claims made within the deliverables. InBold is not liable for industry-specific regulatory violations arising from the Client's campaigns.

18.5 **Indemnification:** The Client agrees to defend, indemnify, and hold InBold harmless against any third-party claims, losses, damages, liabilities, and expenses arising from the Client's products, services, factual claims made in the advertising materials, or the Client's lack of authority to reproduce images, texts, or trademarks.

18.6 **Third-Party Platform Terms:** Any campaigns or deliverables executed or published on third-party platforms (e.g., Meta, Google, LinkedIn) are subject to those platforms' respective terms of service. The Client assumes all liability for ensuring their content and campaigns do not violate the rules or community standards of such third-party platforms.

19. Confidentiality and Marketing

19.1 **Confidentiality:** Both Parties undertake to treat all information about each other's business in strict confidence and not to pass it to third parties without prior written

permission. This obligation applies even after the termination of the contractual relationship.

19.2 Marketing and Case Studies: Subject to the Client's prior consent (which shall not be unreasonably withheld), InBold may use the Client's name, logo, and non-confidential deliverables in its portfolio, case studies, and marketing materials, including on InBold's website.

20. Breach, Termination, and Transfer

20.1 Breach: In the event of a material breach by either Party, the defaulting Party shall, upon written demand, have 30 days to remedy or fix the default. If not remedied, the agreement may be terminated immediately.

20.2 Non-Payment: InBold may terminate the Agreement if the Client fails to pay an invoice and has not paid within 10 days after a written reminder is sent.

20.3 Transfer: The Client is not entitled to transfer rights and obligations to third parties without InBold's written approval. The Parties may transfer rights to an affiliated company (at least 50% owned).

20.4 Retainers and Ongoing Services: For ongoing retainer agreements or continuous managed services that do not have a defined end date, either Party may terminate the agreement for convenience by providing three (3) months' prior written notice.

20.5 Return or Destruction of Data: At the Client's request, InBold will promptly return or securely destroy all Client Confidential Information and data.

21. Non-Solicitation of Employees

21.1 During the term of this Agreement and for 12 months following its termination, the Client shall not, directly or indirectly, solicit, recruit, or hire any InBold employee or contractor who was involved in providing services to the Client.

22. Subcontractors

22.1 InBold is entitled to have work carried out in whole or in part by subcontractors. InBold remains fully responsible to the Client for the quality of any work performed by its subcontractors.

23. Force Majeure

23.1 Neither Party is liable for delays or non-performance caused by a Force Majeure event, which includes circumstances beyond their reasonable control. This includes, but is not limited to: strikes, labor disputes, government intervention, natural disasters, acts of war, terrorism, fire, water damage, currency restrictions, or unforeseeable failure of production equipment.

24. Severability

24.1 If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

25. Governing Law and Dispute Resolution

25.1 This Agreement is subject to and must be construed in accordance with Danish law.

25.2 The Parties undertake to try, through negotiation, to find an amicable solution to any disputes. In the absence of an amicable settlement, the case must be decided definitively by arbitration in accordance with the rules of the Danish Arbitration Institute, or in the Danish courts of InBold's choice.

25.3 InBold and the Client act as independent companies; this Agreement does not establish a partnership, joint venture, or employment relationship.

26. Anti-Bribery, Anti-Corruption, and Human Rights

26.1 Both Parties agree to comply strictly with all applicable anti-bribery and anti-corruption laws. Neither Party shall offer, promise, give, request, agree to receive, or accept any bribes, kickbacks, or other improper payments or advantages—whether directly or indirectly—in connection with the negotiation, execution, or performance of this Agreement.

26.2 **Modern Slavery and Human Rights:** Both Parties agree to comply with all applicable labor and human rights laws, strictly prohibiting forced labor, child labor, and human trafficking in their operations and supply chains. InBold is a proud member of the United Nations Global Compact and adheres to its principles, as further detailed in the InBold Code of Conduct.

27. Audit Rights and Record Retention

27.1 InBold shall maintain financial records relating to the services billed to the Client for a standard period of five (5) years following the completion of the services or termination of the agreement. Upon reasonable prior written notice, the Client shall have the right, at its own expense, to have a third party audit these specific records solely to verify the accuracy of the invoices.

28. Insurance

28.1 During the term of this Agreement, InBold shall maintain, at its own expense, adequate insurance coverage to support its obligations. This includes, at a minimum, Commercial General Liability, Professional Liability, and Cyber Liability Insurance.

29. Representations and Warranties

29.1 **Agency Warranties:** InBold represents and warrants that the services will be performed in a professional, good, and workmanlike manner, consistent with industry standards, by qualified personnel. InBold further warrants that original deliverables (excluding Client-provided materials and third-party assets) will not infringe upon the intellectual property rights of any third party.

29.2 **Client Warranties:** The Client represents and warrants that it holds all necessary rights, licenses, and permissions for any materials, data, or content it provides to InBold for use in the deliverables.

30. General Provisions

30.1 **Survival:** The rights and obligations contained in sections concerning Intellectual Property, Confidentiality, Liability, Indemnification, Non-Solicitation, Audit Rights, and Governing Law shall survive the expiration or termination of this Agreement.

30.2 **Waiver:** The failure or delay of either Party to enforce any provision of this Agreement shall not constitute a waiver of such provision or the right to enforce it subsequently.

30.3 **Notices:** Any legal notices required or permitted under this Agreement must be provided in writing and shall be deemed delivered when sent by registered mail, courier, or officially designated email to the addresses specified by the Parties.

Addendum: Advanced Compliance & Security

This Addendum forms an integral part of the Master Terms and Conditions and ensures compliance with modern European and global regulatory frameworks.

A1. The EU AI Act (Generative AI & Risk)

InBold complies with transparency requirements under the EU AI Act. Where Generative AI is utilized in creating deliverables, InBold will ensure appropriate disclosure and labeling. InBold does not deploy "high-risk" AI systems without required conformity assessments. If the Client explicitly mandates the use of specific third-party AI tools, the Client assumes all regulatory liability and indemnifies InBold against related compliance claims.

A2. Corporate Sustainability Reporting Directive (CSRD)

InBold tracks and reports its sustainability and Environmental, Social, and Governance (ESG) performance data exclusively via the Valified platform (<https://valified.com/>). To support the Client's CSRD supply chain reporting obligations, InBold will provide the Client with access to our standard ESG reporting available on the Valified platform upon request.

A3. Network and Information Systems Directive 2 (NIS2)

InBold commits to maintaining stringent information security measures, including routine vulnerability testing and cyber hygiene protocols. To support the Client's NIS2 obligations, InBold will notify the Client without undue delay—and no later than 24 hours—after becoming aware of any significant cybersecurity incident impacting the Client's data or services.

A4. Digital Services Act (DSA)

InBold operates a strict "Notice and Action" mechanism. Upon receipt of a substantiated notice regarding illegal content, InBold will act expeditiously to remove or disable access to the infringing material to maintain safe harbor protections. Furthermore, InBold expressly prohibits the use of deceptive User Interface / User Experience (UI/UX) designs ("dark patterns") in its digital deliverables.

A5. GDPR Standard Contractual Clauses (SCCs)

In the event that the provision of services requires Personal Data to be transferred outside the European Economic Area (EEA) to a jurisdiction not recognized by the European Commission as providing an adequate level of data protection, such transfers shall be strictly governed by the latest approved Standard Contractual Clauses (SCCs).

A6. Global Privacy Updates (GDPR 2.0 & California AADC)

InBold adheres to the principles of "privacy by design and by default." For any digital campaigns, platforms, or applications reasonably likely to be accessed by minors, InBold guarantees that the UI/UX is designed to maximize privacy and prohibits unauthorized tracking or profiling, ensuring alignment with global standards including the

Age-Appropriate Design Code (AADC).

A7. EU Political Advertising Regulation (PAR)

InBold will not develop, produce, or distribute political advertising without express, prior written clearance from the Client. The Client assumes absolute liability for ensuring such campaigns comply with all transparency, labeling, funding disclosure, and targeting restrictions mandated by the EU Political Advertising Regulation.

A8. European Media Freedom Act (EMFA)

In its capacity as a media buyer or planner, InBold formally acknowledges and respects the editorial independence of European media publishers. InBold guarantees that its media allocation and purchasing practices will not be leveraged to coerce, manipulate, or interfere with editorial integrity or publisher operations.