



Annex A

Subscription Services

To be read alongside the Master Terms of Service

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monagencecreative.com

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This Annex A governs the subscription-based creative services offered by the Company. It applies in addition to, and must be read together with, the Master Terms of Service. Defined terms used but not defined here have the meanings given in the Master Terms.

Definitions

For the purposes of this Annex, the following terms have the meanings set out below. Capitalised terms not defined here have the meanings given in the Master Terms of Service.

“**Brief**” means a written request submitted by the Client via the shared Kanban board (or another channel agreed in writing) specifying the desired Deliverables, creative direction, reference materials, target formats, and any relevant deadlines or requirements. A Brief is considered complete when it contains sufficient information for the Company to begin production without further clarification.

“**Business Day**” means any day other than a Saturday, Sunday, or public holiday in France.

“**Deliverables**” means the final creative outputs produced by the Company in response to a Brief, in the formats specified in that Brief or otherwise agreed in writing. Unless expressly included in the Brief or a separate written agreement, Deliverables do not include intermediate work, abandoned design directions, internal drafts, or source files (which are addressed separately in Section A10).

“**Revision**” means a request by the Client to modify a Deliverable that has already been presented for review, provided the requested changes remain within the scope of the original Brief.

“**Task**” means a single production request submitted by the Client through the shared Kanban board, corresponding to one Brief and its associated Deliverables.

A1. Subscription Plans

Subscription plans are described on the Company’s website. Pricing is determined by the delivery speed tier selected at the time of subscription. The Company reserves the right to update plan pricing and features, subject to notice obligations in the Master Terms.

A1.1 Design Plan

The Design Plan covers all creative production services listed on the Company’s website (including ad creative, social media assets, email design, brand identity, logo, web design, UI/UX, Webflow/Framer/Wix, video editing, photo retouching, CGI, AI visuals, packaging layout, mockups, print, and presentations).

Production capacity and delivery objectives by tier:

Tier	Price / month	Max tasks / month	Delivery objective
Standard	1,750 EUR	Up to 4	5-6 Business Days
Priority	2,500 EUR	Up to 8	3-4 Business Days
Elite	3,200 EUR	Up to 12	48 hours

The maximum task capacity per tier represents the theoretical upper limit achievable when the Client submits clear Briefs without delay, provides feedback promptly, and requests no revisions between Tasks. Actual output per billing period will vary based on Task complexity, revision rounds, Client response times, and validation delays. The Company does not guarantee a minimum number of completed Tasks per month. Unused capacity does not carry over to the following billing period.

A1.2 Growth Plan

The Growth Plan includes everything in the Design Plan plus high-conversion copywriting (headlines, hooks, CTAs, brand voice, microcopy, and campaign messaging).

Growth Plan pricing is determined by the selected delivery speed tier, as displayed on the website. Production capacity and delivery objectives match the corresponding Design Plan tier.

A1.3 AI tools within the subscription

The Company may use AI tools as part of its production workflow to fulfil subscription Tasks. This includes, for example, placing a product packshot into an AI-generated lifestyle environment, retouching visuals using AI, or generating social media assets from existing brand materials. In all such cases, AI is used as a production tool to deliver a defined asset requested by the Client.

A subscription Task involving AI tools remains a standard Task and is subject to the same workflow, delivery objectives, and revision rules as any other Task.

A1.4 AI Campaign Production is not included

A subscription does not include AI Campaign Production, which is a separate service governed by Annex C. A request constitutes an AI Campaign Production, and therefore falls outside the subscription scope, when all three of the following criteria are met:

- Scope: the request involves more than one distinct composition requiring original creative direction.
- Intent: the production is intended to constitute a complete advertising or marketing campaign.
- Volume: the Deliverables are designed to cover multiple channels or formats simultaneously.

Where a Client brief meets these criteria, the Company will not process it as a subscription Task and will instead propose a separate AI Campaign Production engagement under Annex C.

A1.5 What is not included

Unless expressly confirmed in writing, subscriptions do not include:

- On-site photo or video shoots.
- Full-stack web application development with custom back-end systems or third-party integrations.
- 3D production.
- Packaging structural engineering.
- Media buying, ad account management, or performance guarantees.
- Website or application hosting and domain registration.
- AI Campaign Production, as defined in Section A1.4 above.

A2. Workflow

A2.1 Task submission

The Client submits tasks via a shared Kanban board (Trello by default, or an equivalent platform with equivalent functionality agreed in writing). The board uses three standard columns: Backlog, Active Task, and Approved.

A2.2 One active task at a time

Each subscription provides access to one (1) production slot. The Company works on one active task at a time, sequentially. The Client controls which task is moved to the Active Task column. Additional concurrent production slots may be negotiated by written agreement.

A3. Delivery Times

Delivery objectives vary by tier as indicated in the table in Section A1.1. These are objectives, not guarantees. Depending on Task complexity, the Company may deliver a first draft for feedback or a completed Task directly. The Company may deliver ahead of the stated objective at its discretion. Delays caused by unclear or incomplete Briefs, late feedback, missing assets, or third-party dependencies will extend delivery timelines proportionally and will not constitute a breach by the Company. The Company will acknowledge receipt of each new Brief within one (1) Business Day of submission. If the Company determines that a Brief is incomplete or requires clarification, it will notify the Client within two (2) Business Days. The delivery objectives stated in Section A1.1 begin to run from the date the Brief is confirmed as complete and the Task is moved to the Active Task column.

A3.1 Standard Tasks

A Standard Task is a set of execution-focused deliverables built from existing assets and an established creative direction, with a volume that is reasonable within the delivery objective of the selected tier. For example, a single Task may include e-commerce banners, social media format variations across ratios (1:1, 9:16, 16:9), and a newsletter hero banner, all produced from existing visuals. It may also include campaign adaptation across multiple formats or languages, provided the source assets and direction are fully defined. A Task becomes Non-Standard when it requires creative direction or concept development that requires Client validation before production can begin, when the volume of outputs requires a dedicated production timeline, or when it involves the creation of structurally complex assets such as product catalogues, leaflets, landing page design or integration, brand identity and logos, presentations, complex video editing or motion design, or AI visual creation. In such cases the Company will communicate an estimated timeline before work begins or propose to split the request into multiple Tasks.

A4. Payment, Renewal and Cancellation

A4.1 Fees

Subscription fees are invoiced at the start of each billing period and are payable within thirty (30) calendar days of the invoice date, unless a different payment term is agreed in writing on the order form. All prices are exclusive of applicable taxes unless stated otherwise.

A4.2 Late payment

Late payment provisions are set out in Section 9 of the Master Terms and apply in full to subscription invoices.

A4.3 Continuation and termination

The subscription continues month to month until either party decides to end it. The Company issues a new invoice at the start of each billing period. Either party may end the subscription at any time by notifying the other party (email is sufficient). No formal notice period, cancellation procedure, penalty, or fee applies to monthly arrangements. Upon receiving a cancellation notice, the Company will confirm receipt in writing within two (2) Business Days. The Client retains access to the service until the end of the current paid billing period.

For annual or fixed-term commitments, the Company will send a renewal reminder at least thirty (30) calendar days before the renewal date, clearly stating the renewal terms, the applicable fee, and the deadline to opt out. If the Client does not opt out before the stated deadline, the commitment renews for the same duration. Termination conditions for annual or fixed-term commitments are defined in the signed order form or SOW and take precedence over this section.

The Company will provide no fewer than thirty (30) calendar days' written notice before any price increase takes effect. For annual subscriptions, price changes apply only at the next renewal date.

A5. Revisions and Reworks

Within an active subscription, the Client may request changes, reworks, or redos on any Deliverable at no extra cost, provided the requested modifications remain within the scope of the original Brief. Each Deliverable includes up to two (2) rounds of Revisions. A “round” consists of a single consolidated set of feedback submitted at one time. Additional rounds beyond the included two (2) will be accommodated on a reasonable-efforts basis but will reduce the available production capacity for the billing period. Each additional revision request extends the time to completion and naturally affects the number of Tasks the Company can process during the same period. A request that materially changes the creative direction, adds new Deliverables, or expands the scope beyond the original Brief constitutes a new Task and must be submitted as a separate Brief.

Requests submitted after the subscription has ended will not be processed unless the Client renews.

A6. Pause Policy

The Client may request one (1) pause per paid billing month, provided:

- The written pause request is sent at least 72 hours before the end of the current billing period.
- The Client has not already used a pause for the same billing period.

A pause does not generate a refund. The unused subscription time may be reactivated within three (3) months of the pause date. The Company may decline a pause request where repeated cycling would materially harm operational planning.

A7. Refund Policy

Subscription fees are non-refundable, except where required by mandatory applicable law. The Company does not issue refunds for unused tasks, partial months, or changes of mind.

If a refund is exceptionally granted in writing, the Company may require that all Deliverables produced during the refunded period cease to be used by the Client.

A8. Communication and Collaboration

The subscription service is delivered entirely through the shared Kanban board. All briefs, feedback, revision requests and approvals must be submitted as task comments on the board. The Company does not include meeting time, video calls, phone calls, or email correspondence as part of the service.

Both parties may use complementary methods to support a brief or clarify feedback, such as a Loom video, annotated screenshot, or reference document, provided these are attached directly to the relevant task on the board. These do not replace the task brief and are considered supplementary only.

Initial onboarding exchanges (tool invitations, asset sharing, access setup) may take place by email or a single onboarding call.

A9. File Delivery and Storage

Deliverables are stored in a Dropbox space provided by the Company. The Client will have access to this space for the duration of the active subscription.

The Company will retain the Client's files for thirty (30) calendar days following the end of the subscription. After this period, continued access cannot be guaranteed and the Company accepts no liability for data loss. The Client is responsible for downloading and maintaining its own backup copies of all Deliverables before the subscription ends.

Any task that is in progress at the time the subscription ends and has not been completed will not be delivered. No partial deliverable will be sent. If the Client wishes the Company to complete such a task, the Client must renew the subscription for an additional billing period.

A10. Intellectual Property — Subscription

Upon receipt of full payment for a billing period, the Client receives a worldwide, perpetual, exclusive licence to use, reproduce, distribute, display, adapt and modify all Deliverables produced during that paid period for any internal or commercial purpose.

This exclusive licence is subject to the Company's limited right to display Deliverables in its portfolio, case studies, and promotional materials as set out in the Master Terms. If the Client requires full exclusivity without any portfolio usage, this must be agreed in writing in the order form or SOW and may be subject to an additional fee.

Source files and working formats will be provided upon request where reasonably necessary for the intended use.

The IP provisions of Section 5 of the Master Terms apply in full to subscription Deliverables.

A11. Data Protection

The data protection provisions of Section 14 of the Master Terms apply in full to subscription services. Where the nature of the services makes processing of personal data likely, the Company will provide a DPA to the Client at the time of onboarding or upon request.