

FF-8, Gaur Sportswood Arcade Sector 79, Noida 201305

Welcome to KreativeKrew.in! These Terms of Use (these 'Terms') constitute an agreement between you and Kreative Krew, and its affiliates, officers, directors, owners, agents, licensors, and representatives ('we' or 'us'). These Terms govern your use of our websites at www.kreativekrew.in and other sites created by us from time to time (the 'Sites'), as well as any products or services made available through any of the Sites (the 'Products'). We collectively refer to the Sites and the Products in these Terms as the 'Services.' By using any of the Services, you acknowledge that you have read, understood, and agree to be bound by and comply with these Terms.

#### **TERMS OF USE**

Please read the following terms of use relating to your use of this site, and all the sites listed below under our name and brand, carefully. By using these sites, you agree to these terms of use. We reserve the right to modify these terms at any time, so please check this page periodically for changes. By using these sites after we post any changes to these terms, you agree to accept those changes, whether or not you have reviewed them or been notified about them. If at any time you choose not to accept these terms of use, please do not use this site or any of our sites.

### DISCLAIMERS; LIMITATIONS OF LIABILITY

- (a) YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES. THE SERVICES, INCLUDING ANY PRODUCTS, ARE PROVIDED "AS IS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- (b) WHILE WE MAKE GOOD FAITH EFFORTS TO INCLUDE SUBSTANTIALLY ACCURATE INFORMATION IN THE SERVICES, ERRORS OR OMISSIONS MAY OCCUR. IF WE RECEIVE NOTICE OF ERRORS OR OMISSIONS, WE WILL MAKE REASONABLE EFFORTS TO CORRECT THEM IN DUE COURSE; BUT WE MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, COMPLETENESS, PERFORMANCE, CURRENCY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES, THAT THE SERVICES WILL MEET YOUR REQUIREMENTS, OR AS TO THE RESULTS THAT WILL BE DERIVED FROM USING ANY OF THE INFORMATION INCLUDED IN THE SERVICES.
- (c) IN NO EVENT SHALL KREATIVE KREW, AND ITS AFFILIATES, OFFICERS, DIRECTORS, OWNERS, AGENTS, LICENSORS, AND REPRESENTATIVES BE LIABLE FOR ANY

INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF, DELAY IN USING, OR INABILITY TO USE THE SERVICES. OUR LIABILITY FOR ANY DIRECT DAMAGES SHALL BE LIMITED TO THE AMOUNT OF FEES YOU HAVE PAID FOR THE PRODUCTS GIVING RISE TO SUCH LIABILITY. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AND THUS THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF THIS LIMITATION OF LIABILITY OR THE EXCLUSION OF WARRANTY SET FORTH ABOVE IS HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, GB'S MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGES SHALL BE LIMITED TO THE LESSER OF (I) A REFUND OF THE AMOUNT PAID FOR THE PRODUCT AT ISSUE.

- (d) YOU ASSUME ALL RESPONSIBILITIES AND OBLIGATIONS WITH RESPECT TO ANY DECISIONS, ADVICE, CONCLUSIONS OR RECOMMENDATIONS MADE OR GIVEN AS A RESULT OF THE USE OF THE SERVICES, INCLUDING WITHOUT LIMITATION ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE UPON PRODUCTS. THE SERVICES SHALL NOT CONSTITUTE OR BE CONSTRUED AS A RECOMMENDATION, SOLICITATION, OFFER OR OPINION BY KREATIVE KREW, AND ITS AFFILIATES, OFFICERS, DIRECTORS, OWNERS, AGENTS, LICENSORS, AND REPRESENTATIVES OR OUR AFFILIATES, PRINCIPALS OR CONTENT PROVIDERS, FOR ANY FINANCIAL TRANSACTION OR THE PURCHASE OF ANY FINANCIAL INSTRUMENT, INCLUDING BUT NOT LIMITED TO SECURITIES, OR ANY KIND OF INVESTMENT. PAST PERFORMANCE IS NO GUARANTEE OF FUTURE RESULTS.
- (e) YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES. THERE IS NO GUARANTEE THAT YOU WILL EARN ANY MONEY OR ACHIEVE ANY PARTICULAR RESULTS USING THE TECHNIQUES AND IDEAS PROVIDED IN CONNECTION WITH THE SERVICES. ALL INFORMATION PROVIDED IN CONNECTION WITH THE SERVICES IS INTENDED FOR EDUCATIONAL PURPOSES ONLY, FOR A GENERAL AUDIENCE, AND NOT AS SPECIFIC ADVICE TAILORED FOR AN INDIVIDUAL OR BUSINESS. NONE OF THE INFORMATION PROVIDED IN CONNECTION WITH THE SERVICES SHALL BE CONSTRUED TO CONSTITUTE MEDICAL, PSYCHOLOGICAL, FINANCIAL OR ACCOUNTING, LEGAL OR OTHER PROFESSIONAL ADVICE; WE URGE YOU TO CONSULT WITH AN APPROPRIATE LICENSED PROFESSIONAL IF YOU SEEK ANY SUCH ADVICE.

#### SERVICES

Kreative Krew grants you a non-exclusive, non-transferrable, revocable license to use the Services, including the Products (subject to payment, where applicable), for your personal use only, in accordance with these Terms. We reserve all rights that we do not expressly grant in these Terms. We may change, suspend or discontinue any aspect of the Services at any time, including the availability of any feature or content. Without limitation of any of our other rights or remedies at law, in equity or under these Terms, we may terminate your license to use the services, in whole or in part, including your right to use any products, without providing any refund or cancelling your obligation to make instalment payments where applicable, if we determine, in our sole discretion, that you have breached or violated any of the provisions of these Terms.

#### PAYMENT

You may purchase licenses to certain Products through a one-time payment or in monthly instalments, as specified on the Sites. When you make a purchase, you authorise us to charge the credit, debit card or PayPal account you provide on a one-time or monthly basis, or payment plan, depending on which payment plan you elect. We reserve the right to cancel any order for any reason. Possible reasons for cancellation include, but are not limited to the following: fraudulent orders, incorrect pricing or non-payment.

### **REFUNDS & CANCELLATION POLICY**

At Kreative Krew, we strive to provide the best services to our clients. We understand that circumstances may arise leading to cancellations. Please read our refund and cancellation policy carefully before engaging with our services.

- Cancellation is only possible when no payment has been made.
- No more than one meeting should have been conducted between the concerned party and Kreative Krew's authorised representatives.
- If cancellation occurs after the payment, but only one meeting has been conducted, a 75% refund will be provided.
- 25% of the total amount will not be refunded if cancelled after the payment.
- The rest of the amount, if received by Kreative Krew, will be refunded only if the cancellation takes place within 3 days of the first payment.

### **REFUND PROCESS**

- To initiate a cancellation, please contact our customer support team at kreativekrewofficial@gmail.com.
- Clearly state your intent to cancel and provide relevant details.
- If eligible for a refund, the amount will be processed within 14 business days.

For any inquiries or concerns regarding our refund and cancellation policy, please contact us at kreativekrewofficial@gmail.com.

Please note that by engaging with our services, you agree to abide by the terms and conditions outlined in this policy. Kreative Krew reserves the right to update or modify this policy at any time without prior notice. It is advisable to review this policy periodically for any changes.

#### YOUR CONTENT

We may provide the opportunity for you to provide content or materials ("Your Content") by means of the Services, including by commenting on blog posts, by communicating with us directly or through other forums. You grant to us and our

affiliates a non-exclusive, perpetual, irrevocable, royalty-free, worldwide, assignable, transferrable, right and license to reproduce, display, perform, transmit, modify, publish, create derivative works from and otherwise use Your Content in any formats or media now known or hereafter devised, in connection with our provision or promotion of information products or services.

## YOUR CONDUCT

You agree that you will not:

(i) use the Services in a manner that (a) violates any applicable international, federal, state or local laws, regulations, rules, ordinances, statutes, requirements, codes or orders of any governmental or judicial authorities; (b) is fraudulent, deceptive or misleading; (c) is threatening, harassing, discriminatory, libellous, defamatory, pornographic or obscene; (d) violates anyone's rights of privacy, publicity or other rights; (e) violates any contractual or fiduciary obligations; (f) infringes on any copyrights, trademarks, service marks, trade secrets, patents or other intellectual property rights (collectively, "Intellectual Property Rights"); (g) has an adverse effect on our business, reputation or ability to provide Services; or (h) would otherwise be reasonably deemed objectionable under the circumstances;

(ii) violate any program guidelines applicable to use of particular Products or interfere with, impair or disrupt the ability of others to use such Products;

(iii) use the Services so as to impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with a person or entity or provide inaccurate information;

(iv) violate or attempt to violate the security of the Services;

(v) reverse engineer, decompile or disassemble any portion of the Services;

(vi) "scrape" information from the Services by automated means;

(vii) interfere with the ability of others or permit any unauthorised access to or use of any Products that you have licensed or to any password applicable to your account for the Services;

(viii) use, redistribute or resell any of the Products or other content of the Services, other than such unremunerated sharing via social media as may be authorised on the Services or otherwise in writing by us; or

(ix) reproduce, modify, display, distribute, sell, re-sell, distribute, publish, disclose, videotape, share, divulge, transfer, exploit or create derivative works from any of the Services, including any Products, in whole or in part, except as expressly provided in these Terms.

### **PROPRIETARY RIGHTS**

As between you and us, we own the Services, including the Products, and any and all graphics, photographs, images, artwork, text, fonts, software and other technology, and the contents, design, layout, functions, appearance and other intellectual property, comprising the Services. The foregoing ownership rights include all Intellectual Property Rights inherent in or appurtenant to the Services. Without limitation of the foregoing, the Services contain proprietary material of Kreative Krew, which is protected by copyright and other laws respecting proprietary rights. Kreative Krew retains all rights in

the Services, including all copyright and other proprietary rights worldwide in all media. You may not use the Services except as expressly permitted under these Terms.

## INDEMNITY

You agree to indemnify, defend and hold harmless Kreative Krew, and its affiliates, and all officers, directors, owners, agents, or licensors thereof (collectively, the "Indemnified Parties") from and against any and all losses, damages, liabilities and costs, including reasonable attorneys' fees, sustained by the Indemnified Parties in connection with any claim arising out of Your Content, your use of our Products, or any breach by you or any user of your account of these Terms. You shall cooperate as fully as reasonably required in the defence of any such claim. Kreative Krew reserves the right to assume the exclusive defence and control of any matter subject to indemnification by you.

# **REPRESENTATIONS AND WARRANTIES**

You represent and warrant:

- (a) that you own all Intellectual Property Rights in Your Content and have the right to provide Your Content via the Services for use as contemplated herein, and
- (b) that you are at least eighteen (18) years old.

# LAW; JURISDICTION

These Terms shall be governed by the laws of India and the state of Uttar Pradesh without giving effect to the principles of conflict of laws. YOU AND WE AGREE THAT ANY ACTION OR DISPUTE BETWEEN US WILL BE RESOLVED EXCLUSIVELY BY ARBITRATION IN THE STATE OF UTTAR PRADESH, INDIA..

### PRIVACY

Your use of the Services is subject to our Privacy Policy, which is incorporated into these Terms. By using any of the Services, you acknowledge and consent to our collection and use of information as set forth in the privacy policy.

### CHANGES

We may modify these Terms at any time by posting changes on the Sites; however, (i) these changes will only become effective and binding with respect to you after we provide notice on the Sites that these Terms have changed and you first use any of the Services following the date of such posting, (ii) the changes will only apply with respect to your use of the Services after such changes become effective, and (iii) any change in payment obligations will only apply to your subsequent purchases on, or usage of, the Services. If at any time you find these Terms unacceptable and do not agree with them, you thereafter will have no right to use or access the Services.

# DIGITAL MILLENNIUM COPYRIGHT ACT

If you believe that any of the Services contain content that infringes on your copyright, please forward the following information by email to kreativekrewofficial@gmail.com or in writing to Kreative Krew, Unit No. 8, First Floor, Gaur Sportswood Arcade, Sector 79, Noida, Uttar Pradesh 201305.

Your address, telephone number, and email address;

A description of the copyrighted work that you claim has been infringed;

A description of where the alleged infringing material is located;

A statement by you that you have a good faith belief that the disputed use is not authorised by you, the copyright owner, its agent, or the law;

An electronic or physical signature of the person authorised to act on behalf of the owner of the copyright interest; and a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

#### LINKS

The Services may contain links to websites that we do not operate. We are not responsible for the content of any such websites, and you should direct any concerns regarding such websites to their respective site administrators or webmasters.

#### PARENTAL PERMISSION

The Sites are not meant for children under the age of 13 and we will not knowingly collect personally identifiable information from children under 13. We strongly recommend that parents participate in their children's exploration of the internet and any online services and use their browser's parental controls to limit the areas of the internet to which their children have access. We may, at our discretion, require users under 18 to obtain the consent of a parent or guardian to view certain content, and we may limit access to certain content to users above a specified age. You agree to abide by any such restrictions, and not to help anyone avoid these restrictions.

#### **MISCELLANEOUS**

No joint venture, partnership, employment or agency relationship exists between you and Kreative Krew as a result of these Terms and/or your use of the Services. These Terms shall be effective as of the date accepted by you. These Terms represent the entire agreement between you and Kreative Krew with respect to the subject matter hereof, and supersede any and all prior understandings, statements or representations, whether electronic, oral or written, regarding the Services. Kreative Krew may assign these Terms at its discretion. You may not assign these Terms. No waiver of any obligation or right of either party shall be effective unless in writing, executed by the party against whom it is being enforced. In addition to money damages, Kreative Krew shall be entitled to seek equitable relief where appropriate if you breach of any of these Terms. These Terms are severable and may be construed to the extent of their enforceability in light of the parties' mutual intent. The titles and subtitles in these Terms are used for convenience only and are not to be considered in construing it.

All references herein to "including" and variations thereof shall be deemed to mean, "including, but not limited to." All references herein to "we," "our" or variations thereof shall be deemed to refer to Kreative Krew. All references herein to "you," "your" or variations thereof shall be deemed to refer to you individually, if you are entering into these Terms on an individual basis, and to the corporation, partnership or other organisation or legal entity that you represent, if you are entering into these Terms on behalf of such organisation or entity. Notices to you required or permitted hereunder shall be made to you at the most recent email address on file with Kreative Krew. Notices to us shall be sent by email to kreativekrewofficial@gmail.com