



TERMS AND CONDITIONS OF USE

Thanks for choosing CreaCollect and welcome to our terms and conditions of use ("Terms").

This is an important document and it affects your legal rights, so please read the Terms and also our Privacy Policy carefully.

These Terms apply between you, the member (the "Member") of www.creacollect.com ("the Service", also referred to as "our Services") and CreaCollect Limited (the owner and operator of this Service, also referred to as, 'CreaCollect', 'we', 'us' and 'our' in these Terms), in relation to your use of our Services and how we process and provide our Service to you. Use of our Services includes accessing, browsing or registering to use our Services as a Member. By using our Services, you confirm that you accept these Terms and that you agree to comply with them. If you do not agree to be bound by these Terms, you should stop using the Service immediately.

1. Introduction

Thank you for using our Services.

By using our Services, you are entering into a binding contract with CreaCollect governed by the laws of England and Wales. Any dispute related to the interpretation and the execution of the present contract shall be subject to the exclusive jurisdiction of the High Court in London. Your agreement with us includes these Terms and Conditions of Use ("Terms") and our Privacy Policy (together, the "Agreements"). If you do not agree with these Terms, then please do not use the Service.

In order to use the CreaCollect Service, you need to:

- be 18 or older, or be 13 or older and have your parent or guardian's consent to the Agreements,
- have the power to enter a binding contract with us and not be barred from doing so under applicable laws.

You also warrant that any registration information that you submit to CreaCollect is true, accurate and complete, and that you agree to keep it that way at all times.

CreaCollect is a limited company, registered in England and Wales under Company Nr: 11714347 and we have our registered office at 71-75, Shelton Street, Covent Garden, London, WC2H9JQ. You can contact us by email at info@creacollect.com, by phone at +44 (0) 203 961 0064

2. Changes to the Agreements



Occasionally we may, at our discretion, make changes to the CreaCollect Services and Agreements. When we make changes to the Agreements that we consider material, we'll notify you through the Service or via email. However, please check the Agreements on the Website from time to time, to keep informed of any changes we've made, as they are binding on you. By continuing to use the Service after those changes are made, you are expressing and acknowledging your acceptance of the changes.

3. User guidelines

Please follow the basic rules below when using the Service and encourage other users to do the same.

CreaCollect respects intellectual property rights and expects you to do the same. This means, for example, that the following actions are not permitted :

- a) Copying, reproducing, recording, “ripping” or making any part of the CreaCollect Services or content delivered to you via the CreaCollect Services available to the public, or otherwise making any inappropriate use of the CreaCollect Service, which is not expressly permitted under these Terms;
- b) using the CreaCollect Service to import or copy any local files you do not have the legal right to import or copy in this way;
- c) disassembling, reverse-engineering, decompiling, modifying or creating derivative works based on the CreaCollect Services or any part thereof;
- d) circumventing any technology used by CreaCollect its licensors, or any third party to protect content accessible through the Service;
- e) renting or leasing of any part of the Services;
- f) circumventing any territorial restrictions applied by CreaCollect;
- g) artificially increasing play count or otherwise manipulating the Services by using a script or other automated process;
- h) removing or altering any copyright, trademark or other intellectual property notices contained on or provided through the CreaCollect Service;
- i) providing your password to any other person or using any other person’s username and password.

Please respect CreaCollect and other users of the CreaCollect Service. Please do not engage in any activity on the Service, including registering and/or using a username, which is or includes material that:

- a) is illegal, or intended to promote or commit an illegal act of any kind, including but not limited to, violations of intellectual property rights, privacy rights or proprietary rights of CreaCollect or a third party;
- b) is offensive, abusive, defamatory, pornographic or obscene;
- c) includes personal data of third parties or is intended to solicit such personal data,
- d) includes malicious content such as malware, trojan horses or viruses, or otherwise interferes with any user’s access to the Service;
- e) intends to or actually does harass or bully other users;
- f) impersonates or misrepresents your affiliation with another user, person or entity, or is otherwise fraudulent, false, deceptive, or misleading;



- g) uses automated means to artificially promote content;
 - h) involves the transmission of unsolicited mass mailing (“spam”), junk mail, chain letters, or similar, including through the CreaCollect inbox;
 - i) involves commercial or sales activities, such as advertising, contests, sweepstakes, or pyramid schemes;
 - j) promotes commercial products or services;
 - k) interferes with the CreaCollect Service, tampers with or attempts to probe, scan, or test for vulnerabilities in the Service or CreaCollect’s computer systems or network, or breaches any of CreaCollect’s security or authentication measures, or
 - l) conflicts with the Agreement, as determined by CreaCollect.
- You agree that CreaCollect may also reclaim your username for any reason.

Your password protects your user account, and you are solely responsible for keeping your password confidential and secure. You understand that you are responsible for all use of your username and password on the Service. If your username or password is lost or stolen, or if you believe there has been unauthorized access to your account by third parties, please notify us immediately by email at info@creacollect.com and change your password as soon as possible.

4. Intellectual Property

CreaCollect respects the rights of intellectual property owners.

All CreaCollect trademarks, service marks, logos, domain names, trade names, and any other features of the CreaCollect brand are the sole property of CreaCollect. This Licence does not grant you any rights to use the CreaCollect trademarks, logos, trade names, service marks, domain names, or any other features of the CreaCollect brand, whether for commercial or non-commercial use.

By accepting the Terms, you agree to abide by our User Guidelines and do not use our service in any manner not expressly permitted by the Terms.

These Terms do not grant rights to anyone except you and CreaCollect.

5. Technology limitations and modifications

CreaCollect will make reasonable efforts to keep the CreaCollect Service operational. However, temporary interruptions may result due to technical difficulties or scheduled maintenance. CreaCollect therefore reserves the right to modify or discontinue, periodically and at any time, temporarily or permanently, functions and features of the CreaCollect Service, with or without notice. CreaCollect holds no liability to you for any interruption, modification, or discontinuation of the CreaCollect Service or any function or feature thereof. You understand and agree that CreaCollect has no obligation to maintain, support, upgrade, or update the Service, or to provide all or any specific content through the Service.

6. Term and termination



These Terms will continue to apply to you until terminated by either you or CreaCollect. CreaCollect may terminate the Terms or suspend your access to the CreaCollect Service at any time, including in the event of your actual or suspected unauthorised use of the CreaCollect Service or non-compliance with the Terms. If you or CreaCollect terminate the Terms, or if CreaCollect suspends your access to the CreaCollect Service, you agree that CreaCollect shall have no liability or responsibility towards you and CreaCollect will not refund any amounts that you have already paid, to the fullest extent permitted under applicable law. To learn how to terminate your CreaCollect account, please contact us by email at info@creacollect.com.

7. Warranty

We endeavor to provide the best service we can, but you understand and agree that The CreaCollect service is provided “as is”, without express or implied warranty or condition of any kind. You use the CreaCollect service at your own risk. CreaCollect disclaims any warranties or conditions of merchantability, fitness for a particular purpose or non-infringement. In addition, CreaCollect does not warrant, endorse, guarantee or assume responsibility for any Third Party Applications, Third Party Application content, User Content, products or any other product or service advertised or offered by a third party on or through the CreaCollect Service or any hyperlinked website, or featured in any banner or other advertising.

You understand and agree that CreaCollect is not responsible or liable for any transaction between you and third-party providers of Third Party Applications or products or services advertised on or through the CreaCollect Service. You should use your judgment and exercise caution where appropriate in any purchase of a product or service through any medium or in any environment. No advice or information obtained by you from CreaCollect, whether oral or in writing, shall create any warranty on behalf of CreaCollect in this regard. Some aspects of this section may not apply in some jurisdictions.

8. Limitation

You agree that, to the extent permitted by applicable law, your sole and exclusive remedy for any problems with CreaCollect Service, the Third Party Applications or the Third Party Application content is to stop using CreaCollect Service, the Third Party Applications or the Third Party Application content.

To the fullest extent permitted by law, in no event will CreaCollect, its officers, shareholders, employees, agents, directors, subsidiaries, affiliates, successors, assigns, suppliers or licensors be liable for (i) any indirect, incidental, punitive, exemplary or consequential (including loss of use, data, business, or profits) damages, arising out of the use or inability to use the CreaCollect service, Third Party Applications or Third Party Application content, without regard to whether CreaCollect has been warned of the possibility of those damages, and even if a remedy fails of its essential purpose; (ii) any aggregate liability for all claims relating to



the CreaCollect service, Third Party Applications or Third Party Application content that exceed the amount paid by you to CreaCollect during the three months prior to (date that you notify us of a breach of the Agreements) .

Nothing in these Agreements removes or limits CreaCollect's liability for fraud, fraudulent misrepresentation, death or personal injury caused by its negligence. Some aspects of this section may not apply in some jurisdictions.

9. Entire agreement

These Agreements constitute all the terms and conditions agreed upon between you and CreaCollect and supersede any prior agreements in relation to the subject matter of these Agreements, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of the Agreements in any written or oral communication from you to CreaCollect are void. You acknowledge that you have not accepted the Agreements in reliance on any oral or written representations made by CreaCollect that are not contained in the Agreements.

Please note, however, that other aspects of your use of the CreaCollect Service may be governed by additional agreements, that could include, for example, access to the CreaCollect Community for customer support, access to the CreaCollect Service as a result of a gift card, or free or discounted Trials. You will agree to separate terms and conditions in those circumstances. These Terms shall govern only with regards to the aspect of the Service to which they apply, and are distinct from and supplemental to these Agreements, and do not supersede these Agreements. To the extent that there be any conflict between these Additional Agreements and the Agreements, the Agreements shall take precedence, unless otherwise stated in these Terms.

10. Severability

Should any provision of the Terms be held invalid or unenforceable for any reason or to any extent. it will then be deemed deleted as though it had never been included and such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Terms.

11. Choice of law

These Agreements are subject to the laws of England and Wales, without regard to choice or conflicts of law principles. Further, you and CreaCollect agree to the exclusive jurisdiction of the courts of London, England to resolve any dispute, claim or controversy that arises in connection with these Agreements.



Thank You for choosing CreaCollect. Enjoy our CreaCollect Service.