

TERMS OF SERVICE

By using the services provided by CreativeSquad, a private limited company established under Companies act of 1956 India, location G-64, Sec-11, Pratap Vihar, Ghaziabad, 201009, UttarPradesh, India, you are agreeing to be bound by the following terms and conditions ("Terms of Service").

CreativeSquad reserves the right to update and change the Terms of Service from time to time with or without notice. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your agreement to such changes.

Violation of any of the terms below will result in the termination of your Account. While service provider prohibits such conduct and Content on the Service, you understand and agree that the service provider cannot be responsible for the Content posted on the Service and you nonetheless may be exposed to such materials. You agree to use the Service at your own risk.

BASIC TERMS

- If you do not agree, you should decline this Agreement and immediately stop using the Service. Access to the Service is permitted only to those that fully agree with the terms and conditions of this Terms of Service agreement.
- Your login may only be used by one person - a single login shared by multiple people is not permitted. You may create separate logins for as many people as your plan allows.
- You are responsible for maintaining the security of your account and password. The service provider cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
- The Client undertakes to maintain full confidentiality over the Client's passwords related to the Service and the Client's Account. If the Client becomes aware of any unauthorized use of its password or of the Client's Account, the Client must notify the CreativeSquad support team immediately.
- You are responsible for all Content posted and activity that occurs under your account (even when Content is posted by others who have accounts under your account).
- You may not use the Service for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- The Client undertakes not to harass, threaten, abuse or harm the CreativeSquad or other users of the Service in any way.
- The Services may periodically be updated with tools, utilities, improvements, third party applications, or general updates to improve the Services with or without notice. You agree to receive these updates.
- CreativeSquad may be required by law to send you communications about the Services or Third Party Products. You agree that CreativeSquad may send these communications to you via email or by posting them on our websites.
- Unless specifically included with the Services, CreativeSquad is not in the business of providing any professional advice. Consult the services of a competent professional when you need this type of assistance.

INFORMATION USAGE AND DISCLOSURE

You agree that CreativeSquad may use and maintain your data according to the CreativeSquad Privacy Policy. We encourage you to read our privacy policy before continue reading the following terms.

CONTENT TERMS

- CreativeSquad's Content is protected by copyright. The Client may not copy, distribute, modify, rent, lease, loan, sell distribute, create derivative works, reverse engineer, decompile or otherwise attempt to extract the source code of the Service or any part thereof without the copyright owner's respective license.
- CreativeSquad claim no intellectual property rights over the material you provide to the Service. Your profile and materials uploaded remain yours. However, by setting your pages to be shared publicly, you agree to allow others to view and share your Content.
- You agree that CreativeSquad may use your feedback, suggestions, or ideas in any way, including in future modifications of the Services, other products or services, advertising or marketing materials. You grant CreativeSquad a perpetual, worldwide, fully transferable, sub licensable, non-revocable, fully paid-up, royalty free license to use the feedback you provide to CreativeSquad in any way.
- CreativeSquad does not pre-screen Content, but service provider and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any Content that is available via the Service.
- The Client undertakes not to create, transmit, display or make otherwise available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, invasive of another's privacy, or hateful (incl. viruses, worms and any other destructive codes).

CANCELLATION AND TERMINATION

- You are solely responsible for properly cancelling your account. You can contact support at CreativeSquad to know the cancellation procedure.
- All of your Content will be immediately deleted from the Service upon cancellation. This information cannot be recovered once your account is cancelled.
- If you cancel the Service before the end of your current paid up year, your cancellation will take effect immediately and you will not be charged again.

PAYMENT

For Services offered on a payment or subscription basis, the payments will be billed to you by CreativeSquad in Indian Rupee (INR). You can make the payment via Credit card / Debit card / Online Payment / Cheque / Cash / Other payment option, CreativeSquad and/or its vendor(s) provides to you in writing. If your payment is outstanding and is not cleared by due date, we may suspend or terminate your account and refuse any use of the Services.

Refunds, if applicable, at the discretion of the Management, will only be made to the debit/credit card used for the original transaction. For the avoidance of doubt nothing in this Policy shall require the MERCHANT to refund the Fees (or part thereof) unless such Fees (or part thereof) have previously been paid.

DISCLAIMER OF WARRANTIES

CreativeSquad is committed to provide all its services with benchmark quality, following international security standards, recommended data back-up approach, maintaining best in class performance and catering present and future needs. But it disclaims all warranties, express or implied that its services are fully fit for a particular purpose; cannot be impacted by bugs, viruses, interruption, errors, theft or destruction. CreativeSquad is not liable for any direct, indirect or consequential damage (incl. loss of profit, loss of data, and loss of goodwill or business reputation) of the Client which may be incurred to the Client in relation with the Service, including:

- damage resulting from any changes which the CreativeSquad may make to the Service;
- damage resulting from any permanent or temporary interruption in the provision of the Service;
- damage resulting from deletion of, corruption of, or failure to store, any Client's Content;
- damage resulting from the Client's failure to provide the Service Provider with accurate account information;
- damage resulting from the Client's failure to keep the Client's password or the details of the Client's Account secure and confidential.

GOVERNING LAW AND JURISDICTION.

This Agreement will be governed by the laws of India, without regard to its conflicts of law principles. Notwithstanding the foregoing, you acknowledge that your breach (or an apprehension of breach) of any provisions of this Agreement, or any infringement (or apprehension of infringement) of CreativeSquad's or its Suppliers' intellectual property rights may cause CreativeSquad irreparable damage for which recovery of money damages would be inadequate. Accordingly, you agree that CreativeSquad shall be entitled to seek any relief to prevent or restrain any such breach or apprehended breach by you or otherwise to protect CreativeSquad's rights under this Agreement. The exclusive jurisdiction for any dispute resolution is the Delhi High court in Delhi, the capital of India.

CreativeSquad does not represent that the Services and/or content within the Services is appropriate or available for use in all jurisdictions or countries. CreativeSquad prohibits accessing content from within countries or states where such content is illegal.

CHANGES

CreativeSquad has the discretion to update these terms and conditions at any time without notice. When we do, we will revise the updated date at the bottom of this page and inform you regarding the changes. We encourage our users to stay informed about our terms and conditions. You acknowledge and agree that it is your responsibility to review these terms and conditions and become aware of modifications. Your continued use of the Services indicates your agreement to the changes.

This document was last updated on August 8, 2020.