

# Terms of Use

## General information

1. These Terms of Conditions and any terms expressly incorporated herein (“Terms”) apply to your access to and use of the website provided by Cr8ative. cr8ative.com is owned and operated by Cr8ativ Generation Sp. z o.o., Reg. Number: 0001091050 Registered Address: ul. Piotrkowska No. 116, suite no. 52, postal code 90-006, ŁÓDŹ, POLAND VASP License Reg. Number: RDWW-1222 (“Cr8ative”, “Company”, “We”, “Us” or “Our”)
2. Cr8ativ Generation Sp. z o.o operates exclusively through this website: cr8ative.com. (<https://www.cr8ative.com/>) Any other websites are not affiliated with or operated by Cr8ativ Generation Sp. Z o.o. We do not endorse, authorize, or take responsibility for any content, services, or representations made by any other entities using similar legal names or brand names. Any use of our legal or brand name by third parties has no relation to our company, its operations, or the services we provide. For accurate and legitimate information about our services, please visit our official website only.
3. The website located at <https://cr8ative.com/> and any associated-hosted sites, collectively referred to as the "Cr8ative Site". Any services offered by Cr8ative, in conjunction with the Cr8ative website, referred to as "Cr8ative Services".
4. By clicking the “get started” button or using the Service, you agree to be legally bound by these Terms and all terms incorporated by reference. If you do not understand and accept these Terms in their entirety, you should not register for a Cr8ative Account or access or use the Cr8ative Service.
5. These Terms apply to users of the Cr8ative website.
6. By using any of the services, you acknowledge that you have read, understood, and agreed to these Terms , as updated and amended from time to time. If you disagree to be bound by these Terms , you may not access or use any services.
7. Only eligible Persons are permitted to use the Service. Any person that is not eligible to access the Site will be in breach of these Terms .
8. These Terms and the articles of incorporation constitute the entire agreement and understanding with respect to the use of all services.

## Definitions and Interpretations

Capitalized terms not otherwise defined in these Terms will have the following meaning:

- Actual Exchange Rate shall mean the exchange rate at which an exchange order was executed.
- Agreement means this document (Terms & Conditions).
- AML/CTF Act means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).
- Cryptocurrency shall mean BTC, ETH and any digital assets that may be purchased, sold via the Service.
- Exchange Fees shall mean fees charged in connection with the Service at the applicable rates and computation methods.
- External Account shall mean any financial account of which you are the beneficial owner maintained by a third-party payment service of a financial institution.
- Force Majeure Event shall mean an event beyond Cr8ative’s reasonable control, including but not limited to blockchain network failure, equipment for software malfunction, communications or power failure, the action of government, labour dispute, accident, riot, insurrection, war, fire, an act of God such as extraordinary weather conditions, earthquake, flood, or any other cause beyond Cr8ative’s reasonable control.
- Funds shall mean Cryptocurrency or Fiat currency.
- Intellectual Property means any works, materials, information and other subject matter of any kind that are subject to or capable of protection by the laws of copyright, patents, trademarks (registered or not); and/or designs and including all design rights, software (whether in source code and/or object or other compiled form), documentation, specifications, and commercial or marketing publications and/or materials that is licensed to, owned, registered, managed and/or operated by Cr8ativ Generation Sp. z o.o, any Related Entities and/or any other persons or entity associated with the Platform.
- Market Exchange Rate shall mean the prevailing market exchange rate, as determined by liquidity providers.

- Service shall mean the exchange of Fiat currency to Cryptocurrency and Cryptocurrency to Fiat currency.
- United States shall mean the United States, District of Columbia and Insular Possession of the United States.

## Service

1. Cr8ative provides exchange services between various Fiat currencies, such as EUR, and Cryptocurrencies, such as BTC or ETH.
2. We do not provide any investment advice. We do not guarantee that our Services or the Site will be available to you at all times. Our Services are provided without warranty of any kind, and in particular without any implied warranty of merchantability and fitness for any particular purpose.
3. You must meet eligibility criteria to use Cr8ative. You must be at least 18 years old and not citizen and resident of, as well as people staying in, countries where transactions are prohibited by international sanctions or their internal law regulations or countries based on various criteria selected by our AML team. You may not engage in illegal activities using our Service.
4. Cr8ative may suspend your account temporarily or permanently if you are not eligible to use Service or breach these Terms .

## Eligibility for Service

Cr8ative may not make the Service available in all markets and jurisdictions. If you are a U.S. legal entity, you are not eligible to use any Service. You represent and warrant that you:

- are of legal age to form a binding contract; You are 18 years of age or older, and at least in the legal age in your jurisdiction;
- have full power and authority to enter into this agreement and, in doing so, will not violate any other agreement to which you are a party;
- in your capacity as an employee or agent of a legal entity, corporation or organisation, you are duly authorised to act for and on behalf of your entity, corporation or organisation for the purposes of creating a legal relationship with us through this Agreement;
- in your capacity as a trustee of a trust or a partner in a partnership, you must be duly authorised to act on behalf of and legally bind your entity to this Agreement;
- will not use our Service if any applicable laws in your country prohibit you from doing so in accordance with these Terms under this Agreement;
- are not located in, or a national or resident of any country to which the United States has embargoed goods or services;
- comply with our Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) policies at all times which are stipulated on our website;
- have not previously been suspended or removed from using our Service;
- not operate or are involved in any Prohibited Businesses at all times and at any capacity; or/and;
- any other criteria which we may stipulate from time to time to reasonably assess your eligibility.
- you can afford to lose all of your investment as dealing in Digital Assets involves a high degree of risk;
- you have taken care to seek to understand the inherent risks associated with dealing in Digital Assets and using blockchain-based software systems, including by carefully reviewing the non-exhaustive illustrative list of potential risks set out in our Risk Warning;
- you have sufficient access to computers, internet and software as may be required to use our Services;
- any actions on the Site, as well as any Instructions and operations initiated from your Account or using your Account credentials are performed by you; and
- you accept responsibility for determining and paying any taxes which apply to you (your Transaction history is available to you via your Account)

## You must:

- only use our Services where you have independently determined that they are suitable for your requirements;
- provide us with any information we may request from time to time in connection with our Services or complying with our compliance obligations;
- ensure that any information you provide to us is true, accurate, up to date and complete, and you will inform us immediately if there is a change concerning any information you provide to us;
- ensure that you keep any sensitive information (including as regards any password and other security information) safe, secure and confidential;
- if you are an individual, not use any Account other than for your own account, nor may you access the Account of any other Member at any time or assist others in obtaining unauthorized access to any Account;
- if you are a corporate, not allow any Authorised Person to use any Account other than your Account in their capacity as an Authorised Person acting on your behalf, nor may you allow any Authorised Person to assist others in obtaining unauthorized access to any Account;
- keep your login and security details confidential, safe and secure;
- notify us immediately of any unauthorised use of your Account or password, or any other breach of security, by email to support@cr8ative.com; and
- immediately inform us in the event that you are not or for any reason cease to be eligible for our Services.

If you are registering to use the Service on behalf of a legal entity, you represent and warrant that (a) such legal entity is duly organised and validly existing under the applicable laws of the jurisdiction of its organisation; and (b) you are duly authorised by such legal entity to act on its behalf.

Cr8ative may condition your access or continued access to Service by imposing eligibility requirements. Cr8ative may require that you demonstrate that you continue to meet eligibility requirements.

## Cr8ative Account

1. You may have only one Cr8ative account per user of Service.
2. When you create a Cr8ative Account, you agree to:
  - Provide accurate, current and complete information;
  - Create a strong password that you do not use for other online services;
  - Maintain the security of your account by not sharing your password with third parties.
  - Promptly notify Cr8ative if you detect any suspicious activity on your account.
  - Take responsibility for all activities that occur under your account.
3. You may transfer funds from an External Account of which you are the beneficial owner. This includes, but is not limited to, payment service accounts, deposit or bank accounts with a financial institution, or Digital Asset Accounts. The External Account must comply with all regulatory AML/KYC requirements.
4. Your credit card company or a third-party processor may reject your credit card payment. Cr8ative will not be liable for any losses, fees, or charges connected to your credit card used. Using your credit card is subject to additional terms set forth by your credit card agreement, including additional fees. In case of a chargeback, you will be liable for any resulting costs and fees. You authorise Cr8ative to deduct costs and fees related to the chargeback directly from your Funds without notice.
5. You consent to receive electronically all communications, agreements, documents, receipts, notices, tax forms, and disclosures Cr8ative provides in connection with the Service and your Cr8ative account. To access electronic communications, you must use a computer with an internet connection with a current web browser and software to read PDF files.
6. You consent that Cr8ative may provide these communications to you by posting on webpages via the Service, emailing them to you at the email address you provide, and sending a text message to a mobile phone number. Carrier's messaging, data or other fees may apply.
7. You must keep a current email address, mobile phone number, and mail address on file with Cr8ative. Cr8ative will be deemed to have sent you an electronic communication on the date its system indicates that the transmission was made regardless of whether you received or had access to the communication.
8. If your email address or mobile phone number becomes invalid, such that electronic communications sent to you are returned, Cr8ative may deem your account to be inactive.

9. You may withdraw your consent to receive electronic communications by sending a withdrawal notice to Cr8ative support. Cr8ative may suspend or terminate your use of Service.
10. If you would like a paper copy of the previous communication after withdrawal of consent to receive Communications electronically, you may request a copy by contacting Cr8ative support. Cr8ative will charge you a processing fee of 0.30 EUR per page and shipment expenses. You must provide a current physical mailing address.
11. The relationship between you and Cr8ative is one of an independent contractor. We are an independent contractor for all purposes.
12. Nothing herein contained shall be deemed to create any other form of relationship. Cr8ative is not acting as your agent, advisor, partner, broker, trader, intermediary, or in any fiduciary capacity.
13. All communication provided to you shall be not construed as advice of any kind, to perform or refrain from performing any action.
14. In relation to the Services, we may acting reasonably:
  - modify or discontinue any portion or all of our Services, and/or
  - suspend or terminate your access to our Services at any time, and from time to time, without notice to you.
15. You agree and confirm that we shall not be liable to you or any third party for any modification, suspension, or termination of any of our Services, or suspension or termination of your access to our Services, except to the extent otherwise expressly set forth herein or under a separate written agreement with us.
16. You are responsible for your own access and use of your account with our Services. We are not a money transmitter. We only assist our users in engaging in digital currency exchange and transactions.
17. It is your full responsibility to report and remit the correct tax to the appropriate tax authority.
18. We are not responsible for determining whether taxes apply to your transaction, or for collecting, reporting, or remitting any taxes arising from any transaction.

## Fair Use

1. By using the Service, you agree that you will not violate any law, contract, intellectual property or other third-party right or commit a wrongful act, a crime or a tort. You are solely responsible for your conduct while using our Service.
2. Without limiting the generality of the foregoing, you agree that you will not use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service or that could damage, disable, overburden or impair the functioning of Service.
3. You agree that you will not use Service to pay for, support or otherwise engage in any illegal gambling activities, money-laundering, financing terrorist activities, fraud or other illegal activities.
4. You agree that you will not use any robot, spider, crawler, scraper or other automated means or interface not provided by Cr8ative to access Service or extract data.
5. You agree that you will not use or attempt to use another user's account.
6. You agree that you will not attempt to circumvent any content-filtering techniques or attempt to access any service or area of Service that you are not authorised to access.
7. You agree that you will not develop any third-party applications that interact with Service.
8. You agree that you will not use Service to provide false, inaccurate, or misleading information.
9. You agree that you will not use Service to encourage or induce any third party to engage in any of the activities above.

## Risks

1. Please don't use Service if you do not understand these risks. Note that this brief statement cannot disclose all the risks associated with the Cryptocurrency market. You agree that you shall access and use the Service at your own risk. You must carefully consider your capabilities, experience level and risk tolerance before performing any operations in cryptocurrencies.
2. Engaging in any exchange operation in the Cryptocurrency market can be risky and potentially have significant losses. You, therefore, should carefully consider whether using the Service is suitable for you, in view of your financial resources and other circumstances.
3. Cryptocurrencies are inherently unpredictable and unstable, will continue to be for the foreseeable future, and entail an inherent risk with hacks, transfer errors and government sanctions out of control of Cr8ative.

4. Do not exchange funds you cannot afford to lose.
5. Cr8ative is not a trading site. Cr8ative does not endorse, support or recommend any trading platform.
6. Cr8ative is not liable for any loss or damage, including any loss of funds or profit.
7. Any operation in cryptocurrencies involves a high degree of risk and the potential for significant losses. You, therefore, should carefully consider whether using the Service is suitable for you, in view of your financial resources and other circumstances.
8. Using the service, you acknowledge that Cryptocurrencies are inherently unpredictable and unstable and will continue to be for the foreseeable future.
9. The prices of Cryptocurrencies have historically been subject to significant fluctuations and are highly volatile, and there is a risk of total loss of value in relation to any Cryptocurrencies.
10. Cryptocurrencies entail an inherent risk with hacks, transfer errors, and government sanctions out of the control of Cr8ative.
11. Cr8ative is not responsible for communicating, anticipating or detecting all known or unknown risks inherent in the cryptocurrency markets.
12. Do not exchange funds you cannot afford to lose.
13. Cr8ative and none of its agents or employees are investment or trading advisors. Cr8ative is not a trading site. Cr8ative does not endorse, support or recommend any trading platform.
14. Furthermore, you acknowledge that risks are inherent to and associated with utilising Internet-based trading systems. Cr8ative is not liable for any loss or damage, including any loss of funds or profit.
15. You acknowledge that there are inherent risks associated with utilising an Internet-based exchange service, such as hardware or software failure and Internet connection failure. You acknowledge that Cr8ative shall not be responsible for any disruptions, errors, delays or communication failures you may experience when using the Service, however, caused.
16. Cryptocurrencies constitute a rapidly changing and unpredictable environment with an endless number of variables and factors outside your or Cr8ative control. New risks emerge at every moment, which creates market risk and uncertainty. Cr8ative is not responsible for anticipating, detecting or communicating all known or unknown risks in the Cryptocurrency market.
17. Some factors that could cause negative performance on operations are market volatility, government policies and regulations, hacks and security breaches resulting in the theft of funds, price manipulation, and general economic or market conditions.
18. Risk is the exposure to the chance of loss. You confirm that even though it seems unlikely, there is a real chance of realising risk that may result in the total loss of your Funds.
19. In certain market conditions, the market can reach a daily price fluctuation limit or insufficient liquidity, in which case your exchange order execution might be impossible.
20. By using our Services, you acknowledge that:
  - we are not responsible for any loss or damage suffered by you, due to any illicit or fraudulent activity of third-parties;
  - we do not promote or operate giveaways;
  - we will only communicate with you through the @cr8ative.com addresses;
  - we will never call you unexpectedly and without prior notice;
  - we will never ask you to disclose any of your sensitive authentication credentials, and will never demand remote access to your device;
  - your Account credentials should be solely used by you, and you shall not disclose your login credentials to any third person or entity (other than an Authorised Person solely acting in the capacity as Authorised Person acting on your behalf);
  - you are responsible for ensuring that the email and phone number which you used for registering your Account will be exclusively operated and kept in private by you; and
  - you are responsible for always setting 2-factor authentication on your device(s) linked to your Account, and for ensuring that they are solely possessed and accessed by you.
21. Please don't use Service if you do not understand these risks.

## Exchange Order Terms

1. By submitting an order via the Service interface, you authorise Cr8ative to execute a transaction on a spot basis and charge you all applicable fees.

2. You must provide all required information per the instructions presented on the screen. You represent and warrant that any information you provide is accurate and complete.
3. Cr8ative may at any time and in the company's sole discretion refuse any transaction order submitted, impose limits on the transaction amount or impose any other condition or restriction upon your use of the Service.
4. By using the Service, you agree to pay Cr8ative the fees for exchanges and any transactions completed using the Service, which we may change from time to time.
5. In addition to the Fees, your External Account operator may impose fees in connection with your use of your External Account. Any fees imposed by your External Account operator will not be reflected on the transaction information provided by Cr8ative. You are solely responsible for paying any fees imposed by an External Account operator.
6. By using the Service, you authorise Cr8ative, or a designated payment processor, to charge or deduct your Funds for any applicable Fees owed in connection with the transactions you complete by using the Service.
7. If at any time and for any reason, the Exchange Fees made under these Terms exceed the maximum rates permitted to be charged by applicable law, the parties hereto agree that the Exchange Fees shall be reduced automatically to the maximum rates permitted to be charged by applicable law.
8. Upon your failure to make any payment of fees, commissions, charges or other expenses due to Cr8ative, Cr8ative may at any time and in the company's sole discretion refuse any transaction order submitted, impose limits on the transaction amount or impose any other condition or restriction upon your use of the Service.
9. Failure to pay Fees or any other amounts owed to Cr8ative under these Terms for more than 60 days, Cr8ative will charge you 1% monthly interest and/or the maximum percentage permitted by the applicable law to cover Cr8ative's loss of income and collection-related costs.
10. Cr8ative will attempt, on a commercially reasonable basis, to execute the transaction on or close to the Market Exchange Rate after receiving instructions from you with respect to a relevant Transaction.
11. You acknowledge that the Actual Exchange Rate may differ from Market Exchange Rate and Cr8ative will not be liable for any difference or 'slippage' between the relevant rates. This may result in you receiving less Cryptocurrency or Fiat currency than you expected when you lodged the transaction.
12. You acknowledge that during periods of volatility in the marketplace for any Cryptocurrency, the Actual Exchange Rate may differ from the Market Exchange Rate.
13. Cr8ative will use commercially reasonable efforts to settle exchange orders as soon as possible on a spot basis and up to two (2) days of the date upon which you submitted a transaction order.
14. Only payment methods specified by Cr8ative may be used to purchase Cryptocurrency. By submitting an exchange order, you represent and warrant that you are authorised to use the designated payment method and authorise Cr8ative or our payment processor to charge your designated payment method.
15. If the payment method is invalid or unacceptable, your exchange order may be suspended or canceled.
16. In the event of an error in providing the Service, in an exchange order confirmation, in processing the order, or otherwise, Cr8ative reserves the right to correct such error and revise your purchase transaction accordingly or to cancel the purchase and refund any amount received, after deduction of applicable fees.
17. In a market disruption or Force Majeure event (see Key Definitions above), such as blockchain network failure, Cr8ative may suspend access to Service. Following any such event, you acknowledge that prevailing market exchange rates may differ from the rates available prior to such an event.
18. You may cancel an order initiated via transaction order form only if such cancellation occurs before Cr8ative executes the transaction.
19. Once your order has been executed, you may not change or cancel your authorisation for Cr8ative to complete the transaction.
20. If an order has been partially filled, you may cancel the unfilled remainder.
21. If a transaction order may not be complete due to insufficient funds, Cr8ative may cancel the entire order or fulfil a partial order using available Funds.
22. All exchange operations, sales and purchases of Cryptocurrency via the Service are final.
23. Cr8ative does not accept any returns and will not provide any refunds unless specifically provided in these Terms .
24. We process purchases and/or sales of supported digital currencies according to the instructions received from customers.
25. We do not guarantee the identity of any user, receiver or other party and we are not required to verify the accuracy, validity and authenticity of any instruction. You should verify all transaction information prior to submitting instructions to us and must ensure that any instruction submitted is complete and correct.

26. You acknowledge that the speeds of Cryptocurrency transfer networks are outside the control of Cr8ative. It may take some days for a transfer of Cryptocurrency to your wallet to be effected. Cr8ative is not liable for any consequences of failures of Cryptocurrency deposits or withdrawals to be effected in a timely manner.
27. You acknowledge that you are solely responsible for populating the correct personal wallet address when you seek to make buy or sell Cryptocurrency orders with Cr8ative Account. You may lose all your Cryptocurrency if you make an error in populating the wallet address. Cr8ative does not verify wallet address details and takes no responsibility for any errors in wallet address information that you populate in relation to your buy or sell Cryptocurrency order.

## KYC and Reversal Policy

1. A completion of the successful “Know Your Client” (“KYC”) procedure is a necessary condition to use Service. Documents and media files will be uploaded to your Cr8ative account and stored per Cr8ative Privacy Policy.
2. A successful KYC procedure allows a client to use Service and settle the client's exchange order.
3. The documents and media files requested may include, but are not limited to: Valid ID, Proof of Address, Live Identity Verification, Declaration of transaction, Source of funds documentation, Video verification call.
4. If a user refuses to complete said KYC process for any reason, the User shall:
  - Inform Cr8ative of refusal to complete the KYC process in writing to Cr8ative customer service.
  - Provide a valid account/wallet for reversal of the transaction.
5. Cr8ative shall then initiate a transaction reversal. The user’s funds shall be returned to the user’s account/wallet five (5) days after the date upon which a user submitted a refusal to complete the KYC statement.
6. If pursuant to a KYC process, Cr8ative will refuse to provide services to a user due to AML policy, compliance directive or any other reason, Cr8ative shall initiate a reversal of the transaction, and the user’s Funds shall be returned to the user’s External Account/Wallet up to five (5) days of the date upon which a user-submitted a transaction order.
7. If Cr8ative is unable, for any reason, to return your Funds to your External Account after a reasonable period of inactivity, Cr8ative may report and remit such Funds in accordance with applicable unclaimed property laws.

## Intellectual Property

1. Unless otherwise indicated, all copyright and other intellectual property rights in all content and other materials contained on our website or provided in connection with the Service, are the proprietary property of Cr8ative and its related entities and are protected by international copyright laws and other intellectual property rights laws.
2. Content and materials may include the Cr8ative logo, designs, text, graphics, pictures, information, data, software, files and the selection and arrangement.
3. Cr8ative does not permit any use of the content and materials other than for their intended purposes.
4. Cr8ative grants you a limited, nonexclusive and non-sublicensable license to access and use the Cr8ative content and materials for your personal or internal business use.
5. Such license does not permit any resale of the content or materials. It forbids the distribution, public performance or public display, modifying or otherwise making any derivative use of content or materials.
6. Any suggestions, ideas or other materials regarding Service or the company that you provide, by correspondence with support or otherwise, by posting through our Service or otherwise, are the intellectual property of Cr8ative and its related entities.
7. Cr8ative will own exclusive rights, to any information submitted as suggestions, ideas or feedback to change or improve service (Feedback). Such Feedback is non-confidential and shall become the sole property of Cr8ative.
8. Cr8ative will be entitled to the unrestricted use and dissemination of the Feedback for any purpose, commercial or otherwise, without acknowledgement or compensation to you. You waive any rights you may have to the Feedback, including copyright and moral rights.
9. Cr8ative reserves the right to disclose your identity to any third party who is claiming that content posted by you constitutes a violation of their intellectual property privacy rights.
10. You agree to indemnify us against any loss or damage incurred by us resulting from your infringement of the Intellectual Property rights that vests in the Platform, whether direct by your usage of our Platform and Services or indirectly through other means or uses (whether authorised or unauthorised) of the Platform or Services.

11. Where it is necessary to allow us to provide you with our Services from time to time, you grant us non-exclusive, irrevocable, royalty-free, and worldwide licence to use relevant intellectual property belonging to you.
12. “Cr8ative” and Cr8ative logo are trademarks of Cr8ative and its related entities, and may not be copied, imitated or used, in whole or in part, without Cr8ative’s prior written permission.
13. You may not use any trademark, product or service name of Cr8ative without prior written permission.
14. Use above includes metatags or hidden text utilising any trademark, product or service name of Cr8ative.
15. The look and feel of Cr8ative Site and Service, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Cr8ative and may not be copied, imitated or used, in whole or in part, without prior written permission.
16. All other trademarks, registered trademarks, product names and company names or logos mentioned through the Service are the property of their respective owners. Reference to any products, services, processes or other information, by name, trademark or otherwise does not constitute or imply endorsement, sponsorship or recommendation by Cr8ative.

## Third Party Content

While using Service, you may view content provided by third parties, including links to web pages of such parties, including but not limited to Facebook links. Cr8ative does not control, endorse or adopt any such third-party content and shall have no responsibility for such content, including material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable. Cr8ative are not responsible or liable for any loss or damage of any sort incurred from any dealings with third parties. Interaction and use of third party content are solely at your own risk.

## Customer Complaints Procedure

1. Cr8ative is committed to the highest level of service and client satisfaction. Any dissatisfaction with Services, feedback or voicing the client’s opinion can be registered as a complaint. See instructions below.
2. Cr8ative is committed to treating you with respect and transparency, handling the complaint fairly, and providing a timely response. The response shall strive to be constructive, and include an explanation and reasoning when possible.
3. In order to register a complaint, please prepare identifying information about yourself and the transaction in the subject of the complaint. The identifying information may include:
  - Your Cr8ative account number.
  - Full name and address, as provided when you have registered your account.
  - Transaction number.
  - Send your complaint by email to: support@cr8ative.com. Please state “complaint” in the subject.
4. Complainant will be informed by email about the process and the expected Time frame for investigation and resolution. Our staff will examine the complaint within 14 business days of receiving the complaint.
5. Company response will be delivered to you by email or certified mail.
6. Under special circumstances, the company may add 10 days to the examination period above. You will be informed as to the reason for the delay.
7. If you are not satisfied with the company response received in stage one, you may request an additional review by a manager. Please explain why you are not satisfied with the response received in stage one. A manager will review the complaint and the response which was given on stage one within 14 business days. As far as possible, complaints or appeals will be investigated and resolved within 14 working days of being received on Stage Two. If this time cannot be met, you will be informed of why and the alternative time frame for resolution. The alternative time frame can be added to 10 business days.

## Service Suspension and Termination

1. Cr8ative may, in its sole discretion, without liability to the customer, at any time and without prior notice, discontinue, temporarily or permanently, access to any Cr8ative Service.
2. In the event of any breach of these Terms by a customer, Force Majeure Event, or any other event that would make provision of Service commercially unreasonable for Cr8ative, Cr8ative may, in its sole discretion and without liability to the customer, without prior notice,



suspend your access to Service. Following such an event, Cr8ative may terminate your access to Service, deactivate your account and delete all related information.

3. Any use of our Services for the purpose of facilitating, participating in, or acting in relation to any Prohibited Uses, as set forth above and further specified in the applicable schedule 2 to this Agreement, or suspicion of such Prohibited Uses, or any other circumstances that we hold or suspect in our discretion to be unreasonable, can lead to service disruptions, changes in services, account termination, suspension, deactivation, restriction or lead to reporting such activities by us to law enforcement agencies.
4. We are permitted to terminate, suspend, discontinue, or restrict our Services or your account due to reasons including, but not limited to, the following circumstances:
  - a person logged into your account is not you;
  - we have determined or suspect that the account has been used by you or another party for any Prohibited Uses, operated for a Prohibited Business as specified in the applicable schedule 1 of this Agreement or other erroneous, fraudulent, unlawful, or unauthorised purposes;
  - information that you have provided to us is incorrect, untruthful, or incomplete or has become outdated or irrelevant or there are issues with any further verification of your identity;
  - there are reasonable concerns or suspicions in relation to your financial status, including you become bankrupt of unsound mind, commit an act of bankruptcy, or an action was commenced against you in relation to bankruptcy; as a corporation, you are unable to pay debts that are due and payable or an action is commenced against you in regard to insolvency, receivership, administration, judicial management, or other relevant proceedings; a meeting with your creditors or an intention or realisation of any intended compromise or arrangement with or any assignment for the benefit of any relevant creditors was convened or implemented; you breached any of the Terms of this Agreement; you breached any explicit or implied warranties or representations; there are any unpaid monies owed to us or our Related Entities that have not been paid within a reasonable time; we are not able to contact you or communicate with you through any means within a reasonable timeframe in the circumstances; as required by applicable laws and regulations; or other reasons that we deem reasonably necessary in our discretion which are valid and legal under prevailing laws and regulations.
5. If you believe you are using our Services for or in connection to any one of the purposes of the Prohibited Uses, or are unsure whether your use or intended use may be a Prohibited Use, you must contact us directly without delay and refrain from using our Services until we have addressed any potential issues.
6. In the event of account termination, Cr8ative will attempt to return any Funds in your account after deduction of due fees.

## Limitation of Liability

1. Notwithstanding any other clause in this Agreement, in no event shall we, our parent companies, Related Entities, affiliates, officers, directors, agents, joint venturers, employees and suppliers liable or responsible to you or any other person for:

### General liabilities

any direct or indirect losses, including but not limited to lost profits, loss of revenue, loss of opportunity or any special, indirect, punitive, exemplary, incidental or consequential damages or costs arising out of or in connection with our Platform, our Services, your account or this Agreement (howsoever arising, including negligence).

in relation to a dispute (which has not been formally instigated through a legal action within one calendar year of the circumstances giving rise to the dispute), any losses forming part of part of such dispute.

any direct or indirect losses, or damage caused by any viruses, phishing, spoofing, or any forms of malware or other attacks that may affect you, your computer, any of your electronic devices, equipment or other relevant hardware or reasonable loss arising from the negligence of or by us or contingencies beyond our control in procuring, compiling, interpreting, computing, reporting, or delivering our services.

### Tokens, Cryptocurrencies and Digital Assets

any loss, theft, errors, malfunctions, corruption, destruction, unauthorised access or other damage of any tokens, cryptocurrencies, digital assets or any value held, whether due to external causes, hacking, technical failures, or any other causes which cannot be reasonably mitigated by us and those which may occur from time to time.

### Blockchain Technology and Protocols

any disruptions, errors, delays, vulnerabilities or other consequences arising from the use of blockchain technology, or any harm occurring as a result of the inability to reverse a transaction, and any losses in connection therewith due to erroneous or fraudulent actions or other potential adverse events or adverse consequences. This includes but is not limited to:

### **Consensus Mechanisms**

any issues arising from the consensus mechanisms employed by a blockchain, including proof of work, proof of stake, or other consensus algorithms.

### **Forking and Network Upgrades**

any reasonable consequences arising from network forks, upgrades, or other changes to the underlying blockchain protocol. This includes circumstances and events which may result in the creation of new digital assets, potential instability, and uncertainties within a blockchain network.

### **Network Congestion**

any reasonable delays, failures, or disruptions caused by network congestion or overload within the blockchain network. This includes circumstances where there may be high demand and transaction volumes can impact the speed and efficiency of blockchain transactions.

### **Smart Contracts**

any losses or damages resulting from the execution of smart contracts, including but not limited to technical malfunctions, bugs, vulnerabilities, unintended consequences or other reasonable issues within the code of such contracts or those that are not capable of being reasonably mitigated by us.

### **Malicious code**

any losses, damages, delays, disruptions or failures caused by malicious code or malware that may affect the Platform, tokens, cryptocurrencies, digital assets, protocols, smart contracts and the provision of Services.

1. You agree to defend, indemnify and hold harmless Cr8ative, its directors, members, employees, agents, officers, Related Entities, parent companies, and affiliates from any claim, demand, action, damage, loss, cost or expense, including reasonable legal fees, arising out or relating to your use of, or conduct in connection with, the Service, your violation of Terms, your violation of any rights of any other entity.
2. Cr8ative provides services on an “as is” and “as available” basis.
3. Cr8ative expressly disclaim, and you waive, all warranties of any kind, whether express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, including the information, content and materials contained therein.
4. That information you store or transfer through Cr8ative services may become irretrievably lost, corrupted, or temporarily unavailable due to various causes, including but not limited to software failures, protocol changes, force majeure events, denial-of-service attacks, maintenance, or other causes. You acknowledge the above-stated risk and confirm you are solely responsible for backing up any information you store or transfer through Service.

## **Applicable Law**

The Terms shall be governed by, construed and enforced according to the laws of Poland for cr8ative.com and you submit to the non-exclusive jurisdiction of the courts in those jurisdictions. The parties shall use all reasonable efforts to amicably resolve any dispute or controversy arising directly out of this Agreement. In the event of a dispute which cannot be resolved by the parties themselves, parties, under separate express arrangements, may commence a mediation proceeding. The mediation will be conducted by a mediator, and in accordance with the rules prescribed by, the Resolution Institute. A mediation award, in the event of initiation such proceedings by both parties, shall be final and binding upon the parties. This clause does not limit the rights of the consumer provided by consumer protection legislation, or the right of any party to pursue any other remedies, including claim remedies before any competent court.

## **Miscellaneous**

1. These Terms contain the entire agreement between you and Cr8ative, and supersede all prior and contemporaneous understandings between the parties regarding the Service. Both parties hereby acknowledge that it has not relied on and shall have no right or remedy in respect of, any representation, assurance, warranty or statement, whether made directly or implied or due to negligence, other than as expressly set out in the terms of this Agreement.
2. Cr8ative reserves the right to make changes or modifications to these Terms from time to time, in Cr8ative’s sole discretion, by posting the amended Terms on the website, and by communicating these changes through any written or other contact methods, we have established with you.

3. The amended Terms will be effective immediately after that, and your use of the Service following the date on which the amended Terms are published will constitute consent to such amendments.
4. Cr8ative' failure or delay in exercising any right, power or privilege under these Terms shall not operate as a waiver.
5. The invalidity or unenforceability of any of these Terms shall not affect the validity or enforceability of any other Terms Use, all of which shall remain in full force and effect.
6. In conjunction with any legal or other remedies available under this Agreement or by law, we may set-off any amounts you owe to us under this Agreement or otherwise. Except as required by law, you must make all payments that are owed to us free and clear without any set-off, counterclaim, deduction or withholding of any kind.
7. We have taken relevant and reasonable steps to identify, manage and prevent conflicts of interest from adversely affecting the interests through any conflicts of interest between us, users and relevant third parties. We reserve the right at all times to decline to act for you where we are not able to manage a conflict of interest in any other way.
8. The descriptive headings of the Terms are inserted for convenience only and do not constitute a part of the Terms.
9. You may not assign or transfer any of your rights or obligations under these Terms of Use, including in connection with any change of control.
10. Your rights or obligations under this Agreement cannot be assigned without our prior consent in writing. Cr8ative may assign or transfer any or all of its rights under these Terms of Use, in whole or in part, without obtaining your consent or approval.
11. Cr8ative may assign any or all of its rights under this Agreement in whole or in part by giving you reasonable notice in writing. Your contractual rights under this Agreement will not be detrimentally affected by the assignment.

## **Annex 1 - Prohibited Businesses**

The following categories of businesses, business practices, and sale items are barred from our Services ("Prohibited Businesses"). By opening an account, you confirm that you will not use our Services in connection with the following businesses, activities, practices, or items and immediately notify us if your use of our Services relates to:

1. Operating as an unlicensed money transmitter, money service, payment service provider, e-money, or any other financial services business which requires licensure, including but not limited to exchanges of virtual currencies, sales of money orders or traveller's checks, and escrow services;
2. Counterfeit products or any product or service that infringes upon the copyright, trademark, or trade secrets of any third party;
3. Stolen goods or goods acquired through illicit means, including but not limited to fraud, embezzlement, money laundering, corruption or deceit;
4. Illegal narcotics, controlled substances, prescription and pharmaceutical services, drug paraphernalia, or any substances designed to mimic illegal drugs;
5. Illegal or prohibited gambling;
6. Illegal or prohibited sports forecasting or odds making;
7. Illegal escort services;
8. Violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same;
9. Funding any of the items included on this Prohibited Businesses list;
10. Extortion, blackmail, or efforts to induce unearned payments;
11. Unlicensed sale of firearms and certain weapons;
12. Engaging in deceptive marketing practices; or
13. Any business that violates any law, statute, ordinance or regulation.

## **Annex 2 – Prohibited Users**

You may not use your Account to engage in the following categories of activity ("Prohibited Use"). By opening an Account operated by us, you confirm that you will not use your Account, whether directly or indirectly, and immediate notify us if your use relates to:

1. Violating or assisting any party to violate any law, statute, ordinance, regulation or any rule of any statutory body, government authority, judiciary, self-regulatory or similar organisation of which you are or are required to be a member (for example, those laws, rules, or regulations governing financial services, controlled substances, or consumer protections);
2. Undertaking or partaking in a transaction or activities which involves the proceeds of any unlawful activity;
3. Undertaking or partaking in activities that may constitute or result in an unlawful activity or harm to us or third parties, including those involving:
  - Unauthorised Financial Institutions and Money Service Businesses
  - Unlicensed money transmission, unlicensed financial services, and other unregulated financial operations. This also includes securities brokers, unlicensed investment vehicles, check cashing services, collections agencies, and bail bonds;
  - Drugs and narcotics: Illegal narcotics, drug paraphernalia, commercial drugs and other controlled substances, and other mind or body altering substances presenting a public health risk;
  - Stolen Items: Stolen goods including digital and virtual goods, all goods for which seller does not have clear rights of ownership, licence, or possession;
  - Shell Companies: Entities that appear to have no genuine business purpose or are otherwise designed to operate for a purpose other than that which they purport to operate under are prohibited;
  - Bearer Shares Entities: Customers transacting with, on behalf of, or in relation to entities for which the identity of beneficial owners are not known and in which ownership stakes are freely alienable are prohibited;
  - Adult Services and human trafficking: Services involving illegal prostitution, sale of illegal pornographic materials, and forms of human trafficking;
  - High Risk Entities: Any individual, group, or entity deemed to pose an inordinately high risk to us, our Related Entities, our customers, or other third parties may be considered unacceptably high risk and an unauthorised user;
  - Violence: Violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same;
  - Coercion: Extortion, blackmail, or efforts to induce unearned payment;
  - Weapon Sales: Unlicensed sale of firearms and certain weapons;
  - Money laundering and terrorism: Any acts relating to money laundering, terrorism, terrorism financing and proliferation financing and other unlawful activities, as regulated under the AML/CTF Act, or other related legislation and any amendments thereto; and
  - Investment Schemes: Facilitate investment schemes such as pyramid schemes, ponzi schemes, network marketing, unlicensed investment vehicles, deceptive charity schemes, referral marketing programs or multi-level marketing programs;
  - Undertaking or partaking in any transaction involving illegal or prohibited gambling, including the conduct of online gambling, lotteries, casinos and informal gambling, gaming operations, sports betting, and other games of chance and forms of speculation not authorised or licensed by a government agency duly empowered by law to licence or authorise the conduct of such activities;
4. Defrauding or attempting to defraud Cr8ativ Generation Sp. z o.o. Services, our Related Entities, our directors, employees, agents, representatives or other users on the Platforms;
5. Infringing or engaging in activities or transactions that infringe upon any copyright, patent, trademark, or intellectual property rights registered under Cr8ativ Generation Sp. z o.o. Inc Services or any third parties whether in Poland or other authorised intellectual property registers;
6. Undertaking or partaking in fraud or provision of any false, deceptive, inaccurate or misleading information to us, our users, our Related Entities, or other third parties for pecuniary gain or other ends;
7. Taking any action that imposes an unreasonable or disproportionately large load on our infrastructure, or detrimentally interfere with, intercept, or expropriate any system, data, or information;
8. Interfering with another individual's or entity's access to or use of any of our Services;
9. Defaming, abusing, harassing, stalking, threatening or otherwise violating or infringing the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of others;
10. Publishing, distributing or disseminating any unlawful material or information;
11. Transmitting or uploading any material to our Platforms that contains viruses, Trojan horses, worms, or any other harmful or deleterious programs;
12. Harvesting or otherwise collecting information from our Platforms about others, including without limitation email addresses, without proper consent;

13. Acting as a payment intermediary or aggregator or otherwise resell any of our Services, unless expressly authorised by Cr8ativ Generation Sp. z o.o.Services in writing;
14. Transferring any rights granted to you under this Agreement;
15. Using the account information of another party to access or using our Platforms;
16. Otherwise attempting to gain unauthorised access to the Platforms, other accounts, computer systems or networks connected to our Platforms, through password mining or any other means;
17. Taking any action that we deem as circumventing our controls, including, but not limited to, opening multiple or abusing promotions which we may offer from time to time.