

KREATIVESPACE TERMS OF SERVICE

Last updated: August 18, 2025

Effective date: August 18, 2025

Welcome to Kreativespace! You are seeing these terms of service ("Kreativespace Terms of Service" or "Service Terms") because you ("you" or "your") are using a website, mobile application, extension, widget, application programming interface (API), or other products and services (collectively, the "Kreativespace Service") provided by Kreativespace, a brand of AVINYAA EDTECH PRIVATE LIMITED, which is located in Surat, Gujarat, India ("Kreativespace," "we," "us," and "our").

1. ACCEPTANCE OF TERMS

The Kreativespace Terms of Service form a binding contract between you and AVINYAA EDTECH PRIVATE LIMITED. It is important for you to read these Terms of Service because they govern your use of the Kreativespace Service.

By accessing or using the Kreativespace Service, you agree to be bound by these Terms. If you do not agree to these Terms, you must not access or use the Kreativespace Service.

2. CREATING A USER ACCOUNT

To access certain features of the Kreativespace Service, you may need to create a User Account. You must:

- Provide accurate, current, and complete information during registration
- Maintain and promptly update your account information to keep it accurate
- Safeguard the confidentiality of your account credentials
- Be responsible for all activity that occurs under your User Account, including unauthorized activity

If you become aware of unauthorized access or suspicious activity related to your User Account, please contact us immediately at info@kreativespace.com.

3. USING THE KREATIVESPACE SERVICE AND RESTRICTIONS

3.1 Permitted Use

When using the Kreativespace Service, you must comply with these Terms and all applicable laws. You may use the Kreativespace Service for lawful business and personal purposes in accordance with these Terms.

3.2 Prohibited Activities

When using the Kreativespace Service, you must not do, attempt to do, encourage, or assist others in doing any of the following:

- Rent, lease, sell, distribute, offer in a service bureau, sublicense, or otherwise make available the Kreativespace Service to any third party, except as permitted under these Terms
- Access or use the Kreativespace Service for purposes of performance benchmarking against competitors
- Access or use the Kreativespace Service for purposes of building or marketing a competitive product or service

- Use or retain any content on the Kreativespace Service for the purpose of creating, training, or improving (directly or indirectly) a competing service, product, or platform, or any artificial intelligence system, machine learning algorithms, or comparable technologies
- Use the Kreativespace Service to collect, store, or distribute any information about any other person without proper consent
- Use the Kreativespace Service in violation of the policies and rules of your employer or educational institution
- Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Kreativespace Service, except when these restrictions are prohibited by applicable law
- Modify, adapt, translate, or create any derivative works of the Kreativespace Service
- Use any automated means to access the Kreativespace Service or extract data, except through approved APIs
- Upload, post, or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of privacy, hateful, or racially or ethnically objectionable
- Impersonate any person or entity or falsely state or misrepresent your affiliation with any person or entity
- Violate any applicable local, state, national, or international law or regulation

4. YOUR USER CONTENT

4.1 Content Ownership

You retain ownership of all content you submit, upload, or create using the Kreativespace Service ("User Content"). By using our Service, you grant us a worldwide, non-exclusive, royalty-free license to use, copy, modify, and distribute your User Content solely for the purpose of providing and improving the Kreativespace Service.

4.2 Content Responsibility

You are solely responsible for your User Content and warrant that:

- You own or have the necessary rights to use and authorize the use of your User Content
- Your User Content does not infringe any third party's rights
- Your User Content complies with these Terms and applicable laws

4.3 Content Accuracy

We cannot guarantee that any output or results from the Kreativespace Service will be entirely accurate or error-free. You are fully responsible for reviewing and verifying the accuracy and suitability of any content generated through our Service for your intended use.

5. KREATIVESPACE'S PAID SERVICE

5.1 Free and Paid Features

Certain aspects of the Kreativespace Service are available without charge. However, some services, features, and products may be available only through a paid subscription ("Paid Service").

5.2 Payment Terms

If you subscribe to a Paid Service:

- You must provide valid payment information through one of our accepted payment methods
- You agree to pay the applicable fees ("Fees") as displayed at the time of purchase
- You authorize us to charge your payment method for the Fees and any applicable taxes
- All prices are in the currency specified at the time of purchase

5.3 Subscription Renewal

For automatically renewing subscriptions:

- Your subscription will renew automatically unless cancelled
- You authorize us to charge your payment method for renewal fees
- We will provide notice of any fee changes before charging increased amounts

5.4 Cancellation

You may cancel your subscription at any time through your account settings. Upon cancellation:

- Your subscription benefits continue until the end of your current billing period
- Your subscription will not renew after the current term expires
- You will retain access to any content you created during your subscription period

5.5 Refunds

All fees are generally non-refundable, except:

- As expressly stated in these Terms or at the time of purchase
- At Kreativespace's sole discretion
- As required by applicable law
- For residents of certain jurisdictions with mandatory consumer protection laws

5.6 Transaction Charges

If you request and are granted a full refund, any transaction charges, processing fees, or payment gateway charges incurred during the original transaction will be deducted from the refund amount. Kreativespace will not be liable for these transaction charges, and you acknowledge that such charges are non-recoverable costs associated with payment processing.

6. INTELLECTUAL PROPERTY

6.1 Our Rights

The Kreativespace Service, including all software, text, graphics, user interfaces, trademarks, logos, and other content, is owned by AVINYAA EDTECH PRIVATE LIMITED and protected by intellectual property laws.

6.2 Limited License

We grant you a limited, non-exclusive, non-transferable license to access and use the Kreativespace Service for your personal or business use in accordance with these Terms.

7. PRIVACY

Your privacy is important to us. Our collection and use of your information is governed by our Privacy Policy, which is incorporated into these Terms by reference. Please review our Privacy Policy to understand our practices.

8. TERM AND TERMINATION

8.1 Term

These Terms remain in effect from when you first access the Kreativespace Service until terminated by either party.

8.2 Termination by You

You may terminate your account at any time by discontinuing use of the Service and closing your account through your account settings.

8.3 Termination by Us

We may suspend or terminate your access to the Kreativespace Service:

- Immediately if you breach these Terms
- If we reasonably believe you have violated applicable laws
- For prolonged inactivity
- At our discretion with reasonable notice for non-breach terminations

8.4 Effect of Termination

Upon termination:

- Your right to access the Service ends immediately
- We may delete your account and User Content
- Provisions that should survive termination will continue to apply

9. DISCLAIMERS AND WARRANTIES

9.1 Service Provided "As Is"

The Kreativespace Service is provided on an "as is" and "as available" basis. We make no warranties, express or implied, regarding the Service's reliability, availability, or performance.

9.2 No Warranties

To the maximum extent permitted by law, we disclaim all warranties, including:

- Merchantability and fitness for a particular purpose
- Non-infringement of third-party rights
- Uninterrupted or error-free operation
- Accuracy or completeness of content

10. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law:

- Our total liability for any claims related to the Service is limited to the amount you paid us in the 12 months preceding the claim
- We are not liable for indirect, incidental, special, consequential, or punitive damages
- We are not responsible for any loss of data, profits, or business opportunities

11. INDEMNIFICATION

You agree to indemnify and hold harmless AVINYAA EDTECH PRIVATE LIMITED, its officers, directors, employees, and agents from any claims, damages, losses, or expenses arising from:

- Your use of the Kreativespace Service
- Your violation of these Terms
- Your infringement of any third-party rights
- Your User Content

12. GOVERNING LAW AND JURISDICTION

12.1 Governing Law

These Terms are governed by the laws of India, without regard to conflict of law principles.

12.2 Jurisdiction

Any disputes arising from these Terms or the Service will be subject to the exclusive jurisdiction of the courts in Surat, Gujarat, India.

13. DISPUTE RESOLUTION

13.1 Informal Resolution

Before filing any formal dispute, you agree to try to resolve the dispute informally by contacting us at info@kreativespace.com.

13.2 Arbitration (where applicable)

For disputes that cannot be resolved informally, we may agree to binding arbitration under the Arbitration and Conciliation Act, 1996, as applicable in India.

14. CHANGES TO TERMS

We may modify these Terms from time to time. When we make material changes:

- We will provide notice through the Service or via email
- Changes become effective 30 days after notice (or immediately for legal compliance)
- Your continued use constitutes acceptance of the modified Terms

15. GENERAL PROVISIONS

15.1 Entire Agreement

These Terms constitute the entire agreement between you and AVINYAA EDTECH PRIVATE LIMITED regarding the Kreativespace Service.

15.2 Severability

If any provision of these Terms is found unenforceable, the remaining provisions will remain in full effect.

15.3 Waiver

Our failure to enforce any provision does not waive our right to enforce it later.

15.4 Assignment

You may not assign these Terms without our written consent. We may assign these Terms at any time.

16. CONTACT INFORMATION

If you have questions about these Terms, please contact us:

AVINYAA EDTECH PRIVATE LIMITED

Brand: Kreativespace

Surat, Gujarat, India

Email: info@kreativespace.com or info@avinyaedtech.com

Customer Support: info@kreativespace.com

REGION-SPECIFIC PROVISIONS

FOR USERS IN INDIA

Grievance Officer: For any complaints or grievances related to the Service, please contact our Grievance Officer at info@kreativespace.com. We will endeavor to respond within a reasonable timeframe in accordance with applicable Indian law.

Consumer Rights: Nothing in these Terms limits any rights you may have under the Consumer Protection Act, 2019, or other applicable consumer protection laws in India.

FOR USERS IN THE EUROPEAN UNION

GDPR Compliance: If you are located in the European Union, your personal data processing is subject to the General Data Protection Regulation (GDPR). Please refer to our Privacy Policy for detailed information about your rights and our data processing practices.

Right of Withdrawal: You have the right to withdraw from contracts for digital services within 14 days of acceptance, subject to certain exceptions outlined in applicable EU law.

FOR USERS IN OTHER JURISDICTIONS

Local Laws: These Terms are subject to mandatory consumer protection laws in your jurisdiction. Nothing in these Terms limits rights that cannot be waived under applicable local laws.

This document was last updated on August 18, 2025. Please check back regularly for updates to these Terms of Service.