

Terms of Use

Effective April 24, 2023

Kreate is a Web3 Art Community that helps connect Subscribers with art Kreateors they love. Our mission is to put Kreateors first, and these terms attempt to do that. Above every section, we'll summarise the most important parts, but these summaries are not legally binding, so please look at the full version of the text for a complete understanding of these terms.

To summarise: by using Kreate, you agree to these terms.

These are Kreate's terms of use, and they apply to all users of the Kreate platform. "We," "our," and "us" refer to Kreate Pte. Ltd. "Kreate" refers to this platform and the services offered by us, including the website <https://kreate.community/>. By using Kreate, you agree to these terms and the other policies we post, including the [Privacy Policy](#). Please read them carefully and let us know if you have any questions. For information about our data practices, please see our [Privacy Policy](#). We collect, use, and share knowledge following those policies.

Your account

To summarise: You must be at least 13 years old to use Kreate. You are responsible for your account.

When you create an account, you must provide us with accurate information in good faith and agree to keep your information updated if it changes. To create an account or otherwise use Kreate, you must be at least 13 years old, and you must also be old enough to consent to the processing of your data in your country (in some countries, we may allow your parent or guardian to do so on your behalf). You must be at least 18 years old or have your parent's or legal guardian's permission to have a Kreateor page on Kreate or to purchase an offering or subscription on Kreate. You must be at least 18 years old to subscribe to an Adult/18+ Kreateor or purchase an offering related to such a

Kreator. You are responsible for anything that occurs when anyone is signed in to your account and the account's security. Please contact us via hello@kreate.community immediately if you believe your account is compromised.

Abusive conduct

To summarise: Be responsible and don't violate our terms or policies.

You are responsible for all activity on your account. If you violate our terms or policies, we may terminate your account. Don't do anything illegal, abusive towards others, or that abuses our site technically. If you are a Kreator earning money on Kreate, we may be exposed to risk based on what you do with those funds. As a result, we may also look at what you do outside of Kreate. These terms and our policies cover most issues, but if you find a new and creative way to hurt Kreate or our community, we may take action to prevent it.

All about being a Kreator

To summarise: A Kreator creates a profile and uploads a gallery on Kreate to engage subscribers who purchase artworks or offerings on Kreate to support the Kreator's creations. There are a lot of details below involving payments, fees, taxes, and restrictions that you should read in full if you are a Kreator.

Kreator Page

To become a Kreator, launch your page to show your artwork gallery. When you join Kreate, you become part of the Kreate community. You can use Kreator tools that we provide to, among other things, showcase your creations, engage with the Kreate community, and deliver merchandise to Subscribers through our merch service. Memberships are for your most passionate fans. On Kreate, you can provide your Subscribers with something exciting that gives them the unique benefits they want, including additional access, merchandise, exclusive creations, and engaging community

experiences. In turn, you will receive loyal support from your Subscribers and revenue from memberships and offerings that Subscribers have purchased on Kreate.

Payments

As a Kreator, you may make offerings available on Kreate on a one-time basis and make memberships available on Kreate on an automatically-renewing subscription basis. We handle payment issues such as fraud, chargebacks, and the resolution of payment disputes. We try to provide timely access to the funds you've earned on Kreate, but you may occasionally experience delays in accessing these funds. We may also block or withhold access to these funds for violations of our terms, policies, or compliance reasons, including collecting tax reporting information. When this happens, we try to communicate the sense to you promptly. Please contact us if you have questions about access to funds being blocked or withheld. To protect Kreators, we may stop Subscribers' payments if we believe they are fraudulent. Sometimes activities like refunds can put your account balance into the negative. If your balance becomes negative, we reserve the right to recover those funds from future payments.

To ensure Kreate is a safe community for everyone, we must have all Kreators sharing sexually explicit creations or creations that include nudity agree to specific additional requirements. Suppose you are an Adult/ 18+ Kreator. In that case, you agree to verify that you are over the age of 18 through the means requested by us, to verify that each person depicted in your creations is over the age of 18, and to obtain each such person's written consent to participate in your designs. A consent form template that you may use for this purpose is located in our Help Center, where you may get additional information about these requirements. You agree to provide us with this proof of age verification promptly and consent if we request it.

Fees

As a Kreator, four fees are associated with your artwork sale and paid memberships on Kreate. The general nature of these fees is summarised below:

- The commission fee is a percentage of successfully processed payments for an NFT artwork sold on Kreate.
- The platform fee is calculated as the percentage of successfully processed payments for a fan subscription on Kreate.
- The currency conversion fee is a percentage of successfully processed payments made in a currency other than your payout currency.

You can see the fees for any membership subscription on your Kreator dashboard, though please note that this dashboard does not list the payout fee.

All about being a Subscriber

To summarise: A Subscriber subscribes and makes a purchase on Kreate, which may come with unique benefits from Kreamors they love. Through a subscription or offering on Kreate, Subscribers may receive gifts and directly interact with Kreamors using tools supplied by us. Through Kreate, you can engage with a community of Subscribers and Kreamors.

As a Subscriber, you support a Kreamor and may receive unique benefits like shoutouts, exclusive creations, or merchandise. You pay on a one-time or automatically-renewing subscription basis as specified; Kreate is the billing entity associated with this charge.

The timing and amount of each subscription depend on the type of offering or subscription you select and the Kreamor you support. You can see the details before purchasing the offering or starting the subscription, and you can view all your active subscriptions and billing history in your membership settings.

To become a Subscriber, subscribe or purchase a paid or other offerings on Kreate. In addition to one-time purchases, three types of paid, automatically renewing subscriptions are offered on Kreate. One is a monthly subscription where you pay per month. The second is a per-creation subscription, where you pay per creation posted by

the Kreator. Under this per-creation subscription model, you can limit the number of designs you pay for monthly. The third is an annual subscription, where you pay for a year of access upfront, typically at a discounted rate. Not all types of membership subscriptions are offered by all Kreators. The then-current subscription options for a given Kreator will be presented to you before entering the membership.

Each type of paid subscription automatically renews monthly (for monthly and per-creation memberships) or annually (for annual memberships) until you cancel via your membership settings. If your subscription includes a free trial, then unless you cancel via your membership settings before your free trial ends, you will be charged for the first time after the specified free trial period ends. You'll start an automatically renewing paid subscription on Kreate of your selected type. Your recurring charge date may be earlier than the date you first subscribed for reasons including, for example, differences between your timezone and the timezone in which our billing systems operate and your most recent previous charge date being earlier due to variances in the length of months. The amount you are charged for a membership subscription may increase with notice to you. This enables Kreators to, for example, adjust membership prices to account for increased costs, new or different benefits, or other changed circumstances, just like any other business. Similarly, this enables Kreate to, for example, account for new currency exchange rates by refreshing the conversion rate applied when a Subscriber pays in a currency different than the one chosen by the Kreator. Kreate does not control the applicable tax you may be charged, which may increase without notice.

As described above, you may cancel your free trial or recurring payments anytime. For monthly and annual memberships, balancing or lowering the tier support of your membership will impact your next recurring charge. For per-creation memberships, reducing the tier support of your membership will affect your next per-creation order and cancelling your membership will go into effect before your next per-creation charge. Annual memberships may be withdrawn or increased but not lowered. Increasing your payment to a higher tier level in a yearly membership will go into effect in the current

payment term. When you increase your price during the current payment term, you may be credited for any payment already made. For example, consider upgrading from a monthly membership to an annual membership. In that case, the amount you already paid for that particular month may be credited, thereby reducing the first-year cost of the yearly membership.

Cancelling your membership or lowering the tier support below the applicable threshold may result in losing access to membership subscription benefits, including a Kreator's Subscriber-only posts and other benefits. You may also lose access to membership subscription benefits if your payment method fails, we terminate your account, the Kreator blocks you, the Kreator stops making membership available on Kreate, the Kreator deletes their Kreate account, or we remove the Kreator from Kreate. We are not required to allow you to be a Subscriber of or to otherwise interact with any particular Kreator.

Membership subscriptions vary, and we have limited control over the quality and specific benefits. We attempt to screen for fraudulent Kreator pages but cannot guarantee the identity of Kreators or the validity of any claims they make. We appreciate your help reporting suspicious Kreator pages so we can keep the Kreate community safe.

If you are located in a jurisdiction where Kreate is required to charge and collect tax, for example, VAT or sales tax, then this tax is added to the total charge. Except in limited circumstances, this tax is shown to you when purchasing an offering or starting a paid subscription. Kreate remits all tax collected to the applicable taxing authority. Tax largely depends on your location, so you agree to keep your area complete and up to date to collect taxes accurately.

Suppose you pay in a currency different from the money associated with your payment instrument. In that case, the financial institution associated with that payment instrument may charge you a foreign transaction fee for that payment. We are not applying this fee and have no control over it, have no knowledge of whether the price is used, and do not receive any funds from that fee.

Even if you pay in the same currency as the currency associated with your payment instrument, when your payment is processed in a country different from the one associated with your payment instrument, the financial institution associated with that

payment instrument may charge you a foreign transaction fee for that payment. We are not applying this fee, have no knowledge of whether the price is used, and do not receive any of the funds from that fee, but our choices about payment processing may impact or otherwise give rise to this fee.

We constantly experiment with product features to improve Kreate and may add, remove, or test features with a subset of Subscribers. Access to these features is not guaranteed and may not be subject to your control. Instead, we may enable and disable these early-access, beta, or test features at our sole discretion. These features may also be subject to additional restrictions and limitations.

Refunds. Our policy is not to provide refunds, though we will allow for some exceptions where refunds are granted at our sole discretion.

Kreate's role

To summarise: We may look at some pages and posts on Kreate and review reported pages to identify potential violations of these terms and our policies.

We also investigate reports of potential violations. These investigations may take a while to resolve and, primarily because Kreate may be exposed to risk based on what is done with funds earned on Kreate, may include reviewing activity outside of Kreate.

In most situations, we will work with Kreateors and Subscribers to resolve any potential policy violations and allow the Kreateor or Subscriber to continue using Kreate. Kreate may terminate Kreateor or Subscriber accounts when we must protect Kreateors, Subscribers, Kreate, or the broader community. Still, it is not an action we take lightly.

Kreate reserves the right to remove a Kreateor or Subscriber from participating in annual memberships. Removing a Kreateor from participation in annual memberships will remove the option for further Subscribers to purchase yearly subscriptions on Kreate for that Kreateor. Removing a Subscriber from participation in annual memberships will prohibit that Subscriber from purchasing further annual membership subscriptions on

Kreate for any Kreator. However, this will only automatically remove the Kreator or Subscriber from Kreate if there is an independent basis for that removal.

Your creations

To summarise: Kreators keep full ownership of their artworks, and Subscribers retain full ownership of what they post on Kreate but permit us to use them as part of Kreate's services. Make sure you have permission to post the creations that you make available on Kreate.

You may not make available creations or otherwise make posts on Kreate that infringe others' intellectual property or proprietary rights. Kreate reserves the right to remove designs and other material that violate Kreate's terms and policies, including these Terms of Use. We respond to compliant notifications of claimed copyright infringement and have adopted and reasonably implemented a policy for terminating, in appropriate circumstances, the accounts of Kreators and Subscribers who are the subject of repeated compliant notifications of claimed copyright infringement or other evidence that suggests a pattern of repeat infringement.

Subscribers may not use creations posted by Kreators in any way not authorised by the Kreator, including sharing those creations with others who have not purchased the offering or subscription through which those creations were made available.

Third-party apps and services

To summarise: You may grant third-party apps and services access to your Kreate account, and you may grant Kreate access to third-party apps and services. You may also revoke this access.

When you connect your Kreate account to other websites, apps, or services, you may be asked to give those websites, apps, or services access to information about your Kreate account and permission to perform actions within your Kreate account on your

behalf. If you choose to take this authorisation action, we will follow your instructions and grant the access or permission you've selected. You can learn more in our [Privacy Policy](#).

Kreate's creations

To summarise: You agree that Kreate will own any bug reports or suggested improvements you provide to Kreate. Kreate can use our copyrights or trademarks to promote their Kreate pages but can't use them for anything else without our permission. We grant Kreate a license to use our logo and other copyrights or trademarks to promote their Kreate pages. You may not otherwise use, reproduce, distribute, perform, publicly display, or prepare derivative works of our creations unless we give you permission in writing. Please ask if you have any questions.

We welcome your feedback on the performance of the Kreate product, including any early-access, beta, or test features to which you've been given access, and your help in identifying any problems, bugs, and defects. You agree that any suggestions, comments, ideas, bug reports, or suggested improvements you provide to us will be wholly owned so that we can use them to improve Kreate and thereby better help the community of Kreate and Subscribers.

Dispute resolution

To summarise: If you have a problem, please talk to us. Any disputes with us must be resolved in Singapore under Singapore's law.

We encourage you to contact us if you have an issue. If a dispute arises out of these terms or about your use of Kreate, then the dispute will be resolved in the federal or state courts in Singapore. Both parties consent to the exclusive jurisdiction and venue of the Singapore courts to resolve any such dispute. Singapore law, excluding its conflict of law provisions, governs these terms, all other Kreate policies, and any dispute that

arises between you and Kreate.

Contacting Us

If you have any questions about this Terms of Use or our policies or wish to exercise your rights as described, please do not hesitate to contact us via hello@kreate.community.