

Createpose Legal Terms of Use



Thanks for using Createpose.

Please read these Terms carefully. By using Createpose or signing up for an account, you're agreeing to these Terms. This is a legal agreement. We'll start with the basics, including a few definitions that should help you understand this agreement. Createpose ("Createpose" or the "Service") is an online POS creation service offered through the URL my.createpose.com (we'll refer to it as the "Website") that allows you to create, and manage marketing graphics for retail businesses. Createpose is owned and operated by Createpose ("Createpose," "we," or "us"). Createpose has employees, independent contractors, and representatives ("our Team"). As a customer of the Service or a representative of an entity that's a customer of the Service, you're a "Client" according to this agreement (or "you").

These Terms of Use ("Terms," including our Privacy Policy, Acceptable Use Policy, API Guidelines, Copyright Policy and Brand Guidelines) define the terms and conditions under which you're allowed to use Createpose, and how we'll treat your account while you're a Client. If you have any questions about our terms, feel free to contact us.

ACCOUNT

1. Eligibility

In order to use Createpose, you must:

be at least eighteen (18) years old and able to enter into contracts; complete the registration process; agree to the Terms; and provide true, complete, and up to date contact information.

By using Createpose, you represent and warrant that you meet all the requirements listed above, and that you won't use Createpose in a way that violates any laws or regulations. (Representing and warranting is like making a legally enforceable promise.) Createpose may refuse service, close accounts of any users, and change eligibility requirements at any time.

2. Subscription Term

The Subscription Term begins when you sign up for Createpose and continues as long as you use the Service. Logging in, entering your username and pass word means that you've officially "signed" the Subscription Terms. If you sign up for Createpose on behalf of a company or other entity, you represent and warrant that you have the authority to accept these Terms on their behalf.

3. Closing Your Account

The minimum subscription time to Createpose is six months. After six months you or Createpose may terminate this Agreement at any time and for any reason by giving Notice to the other party. We may suspend our Service to you at any time, with or without cause. If we terminate your account without cause, we'll refund a prorated portion of your monthly prepayment or reimburse you for the terminated time. We won't refund or reimburse you if there's cause, like a violation of these Terms or our Acceptable Use Policy. Once terminated, we may permanently delete your account and all the data associated with it, including your templates from our server. If you don't log in to your account for 12 or more months, we may treat your account as "inactive" and permanently delete the account and all the data associated with it.

4. Changes

We may change any of the Terms by posting revised Terms of Use on our Website and/or by sending an email to the last email address you gave us. Unless you terminate your account within ten (10) days, the new Terms will be effective immediately and apply to any continued or new use of Createpose. We may change the Website, the Service, or any features of the Service at any time.

5. Account and Password

You're responsible for keeping your account name and password confidential. You're also responsible for any account that you have access to, whether or not you authorized the use. You'll immediately notify us of any unauthorized use of your accounts. We're not responsible for any losses due to stolen or hacked passwords. We don't have access to your current password, and for security reasons, we may only reset your password.

6. Account Disputes

We don't know the inner workings of your organization or the nature of your personal relationships, and we don't arbitrate disputes over who owns an account. You won't request access to or information about an account that's not yours, and you'll resolve any account-related disputes directly with the other party. We decide who owns an account based on the content of the templates in that account, and if multiple people or entities are identified in the content, then we'll rely on the contact information listed for that account.

PAYMENT

7. Monthly Plans

Our charges for monthly plans are agreed personally with individual businesses and may be changed from time to time. If any part of a month is included in the Term, then payment is due for the full month. Payments by Direct Debit and are due in advance for any month on the same or closest date to the day you made your first monthly payment (the "Pay Date"). If you add extra templates and reach another pricing level, then you'll have to pay at the higher level on or before the next pay date. If the Term ends before that payment is due, you'll still be required to make one payment at the higher level. Accounts roll over and don't expire, but if your account is inactive for more than 12 months, it may be deleted. Individual long term plans can be arranged if required.

8. One off payments

You may be charged a one off payment for a bespoke service extra to your a monthly payments. This figure will be agreed with the client and charged as a one off payment in the month the work is completed, all the terms of this agreement will still apply.

9. Credit Cards

As long as you're a Client or have an outstanding balance with us, you'll provide us with valid credit card information and authorize us to deduct the monthly charges against that credit card. You'll replace the information for any credit card that expires with information for a valid one. Anyone using a credit card represents and warrants that they are authorized to use that credit card, and that any and all charges may be billed to that credit card and won't be rejected. If we're unable to process your credit card order, we'll try to contact you by email and suspend your account until your payment can be processed.

10. Refunds

We'll give you a refund for a prepaid month if we stop providing our Services to you for a reason that's not laid out in these Terms or our Acceptable Use Policy. You won't be entitled to a refund from us under any other circumstances. We may offer a refund if a Client applies for one based on the requirements posted on the Website.

11. Charges for (Pay as you Grow) Extra Templates and Add-Ons

If you add on a new template to your account there will be a charge for each extra template as well as some add-ons, like extra colourways drop down choices. You will be billed that additional agreed amount with each billing cycle for as long as the template is active.

12. Billing Changes

We may change our fees at any time by posting a new pricing structure to our Website and/or sending you a notification by email .

RIGHTS

13. Proprietary Rights Owned by Us

You will respect our proprietary rights in the Website and the software used to provide Createpose (proprietary rights include patents, trademarks, service marks, trade secrets, and copyrights). You may only use our brand assets according to our Brand Guidelines.

14. Proprietary Rights Owned by You

You represent and warrant that you either own or have permission to use all of the material in your Templates. You retain ownership of the materials that you upload to the Service. We may use or disclose your materials only as described in these Terms and our Privacy Policy.

15. Privacy Policy

We may use and disclose your information according to our Privacy Policy. Our Privacy Policy will be treated as part of these Terms.

16. Right to Review Templates

We may view, copy, and internally distribute content from your templates and account to create algorithms and programs (“Tools”) that help us spot problem accounts. We use these Tools to find Clients who violate these Terms or laws. For example, We study data internally to make our Service smarter and create better experiences for our users and subscribers.

RULES AND ABUSE

17. General Rules

You promise to follow these rules:

You won't use images ie. photography, logos, illustrations without gaining copyright first from the owners.

You won't violate our Acceptable Use Policy, which is part of this Agreement.

If you use our API, you'll comply with our API Use Policy.

If you violate any of these rules, then we may suspend or terminate your account.

18. Reporting Abuse

If you think anyone is violating any of these Terms, please notify us immediately. If you think Createpose is being used by an unsubscribed user, please report it to our abuse team. If you think anyone has posted material that violates any copyrights, then you can notify us according to our Copyright Policy.

19. Bandwidth Abuse/Throttling

You may only use our bandwidth for your Createpose templates. We provide image and data hosting only for your templates, so you may not host images on our servers for anything else (like a website). We may throttle your connection through our API at our discretion.

20. Compliance with Laws

You represent and warrant that your use of Createpose will comply with all applicable laws and regulations. You're responsible for determining whether our Services are suitable for you to use in light of any regulations like HIPAA, GLB, EU Data Privacy Laws, or other laws. If you're subject to regulations (like HIPAA) and you use our Service, then we won't be liable if our Service doesn't meet those requirements. You may not use our Service for any unlawful or discriminatory activities, including acts prohibited by the laws that apply to commerce.

The software that supports the Services (the "Software") is subject to United Kingdom export controls. Export laws are set up by the government to keep certain goods and services from reaching other countries, usually because of security concerns or trade agreements. None of the Software may be downloaded or otherwise exported or re-exported in violation of United Kingdom export laws. You're downloading and using the Software at your own risk.

LIABILITY

22. Limitation of Liability

To the maximum extent permitted by law, you assume full responsibility for any loss that results from your use of the Website and the Services, including any downloads from the Website. We and our Team won't be liable for any indirect, punitive, special, or consequential damages under any circumstances, even if they're based on negligence or we've been advised of the possibility of those damages. Our total liability for all claims made about the Service in any month will be no more than what you paid us for the Service the month before.

23. No Warranties

To the maximum extent permitted by law, we provide the material on Createpose and the Service as is. That means we don't provide warranties of any kind, either express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. Since people use Createpose for a variety of reasons, we can't guarantee that it will meet your specific needs.

24. Indemnity

You agree to indemnify and hold us and our Team harmless from any losses, including legal fees that result from any claims you make that aren't allowed under these Terms due to a "Limitation of Liability" or other provision. (Indemnity is an agreement to compensate someone for a loss.) You also agree to indemnify and hold us harmless from any losses, including legal fees, that result from third-party claims that you or someone using your password did something that, if true, would violate any of these Terms.

25. Legal Fees

If we file an action against you claiming you breached these Terms and we prevail, we're entitled to recover reasonable legal fees and any damages or other relief we may be awarded.

26. Equitable Relief

If you violate these Terms then we may seek injunctive relief (meaning we may request a court order to stop you) or other equitable relief.

27. Subpoena Fees

If we have to provide information in response to a subpoena related to your account, then we may charge you for our costs. These fees may include legal and employee time spent retrieving the records, preparing documents, and participating in a deposition.

28. Disclaimers

We and our Team aren't responsible for the behavior of any advertisers, linked websites, or other Clients.

FINE PRINT

29. Assignments

You may not assign any of your rights under this agreement to anyone else. We may assign our rights to any other individual or entity at our discretion.

30. Force Majeure

We won't be held liable for any delays or failure in performance of any part of the Service, from any cause beyond our control. This includes, but is not limited to, acts of God, changes to law or regulations, embargoes, war, terrorist acts, riots, fires, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, unusually severe weather conditions, and acts of hackers or third-party internet service providers.

31. Survivability

Even if this Agreement is terminated, the following sections will continue to apply: Proprietary Rights Owned by Us, Proprietary Rights Owned by You, Compliance with Laws, Limitation of Liability, No Warranties, Indemnity, Choice of Law, Severability, and Entire Agreement.

32. Severability

If it turns out that a section of this Agreement isn't enforceable, then that section will be removed or edited as little as necessary, and the rest of the Terms will still be valid.

33. Amendments and Waiver

Amendments or changes to these Terms won't be effective until we post revised Terms on the Website. If we don't immediately take action on a violation of these Terms, we're not giving up any rights under the Terms, and we may still take action at some point.

34. No Changes in Terms at Request of Client

Because we have so many Clients, we can't change these Terms for any one Client or group.

35. Further Actions

You'll provide all documents and take any actions necessary to meet your obligations under these Terms.

36. Notification of Security Breach

In the event of a security breach that may affect you or anyone on your client logins, we'll notify you of the breach and provide a description of what happened. If we determine and notify you, that you need to forward all or part of that information to anyone on your client logins, you'll promptly do so.

37. Notices

Any notice to you will be effective when we send it to the last email or physical address you gave us or posted on our Website. Any notice to us will be effective when delivered to us along with a copy to our legal counsel: Attn. Legal Department, Createpose, 16 Bromley Road, Beckenham Kent BR3 5JE or any addresses as we may later post on the Website.

38. Entire Agreement

These Terms, our Privacy Policy, Acceptable Use Policy, API Guidelines (all of which are incorporated into these Terms by reference), and any additional terms you've agreed to by turning on specific features ("Additional Terms") make up the entire agreement and supersede all prior agreements, representations, and understandings. Any Additional Terms will be considered incorporated into these Terms when you activate the feature.

Where there's a conflict between these Terms and the Additional Terms, the Additional Terms will control.

Privacy Policy

Last Modified: February 2018

Createpose ("Createpose", "we", "us" or "our") values your privacy. (We know everyone says this, but we really mean it.) This Privacy Policy explains how we use, share and protect the personally identifiable information that we collect about you ("Personal Information") and the choices you have. This Privacy Policy applies to visitors to www.perforatedpapershop.com and www.createpose.com and website (the "Website") and to our online customers. By visiting or using our Websites, you agree to this Privacy Policy.

This Privacy Policy does not apply to information about you collected by our affiliates or third party websites that may post links or advertisements on or otherwise be accessible from the Website. The information collected by these affiliates or third party websites is subject to their own privacy policies (which we assume are as thorough as ours!).

The data controller is:

- Createpose Limited of 409-411, Croydon Road, Beckenham, Kent BR3 3PP, UK, in respect of individuals who are residents of a country located outside of North America (e.g. Europe). Createpose Limited has the UK Data Protection Registration Number ZA317819, unless otherwise indicated in a contract we enter into with you (and if that happens, we will be 100% upfront!)

Information we collect

We collect a variety of information about our wonderful customers (you!) and visitors to the Website.

Information Collected Automatically: Whenever you visit our Website, we automatically collect (noninvasive) information about you, namely:

- your transactions with us, for example, the type of product you purchased and the costs of each product;
- your use of our Website and the device you use to access our Website, for example, your IP address, the type of operating system and web browser you use and related information; and your activities on our Website, such as the pages you visit.

Information you provide to us

- if you provide us with Personal Information by filling out a form, registering for an account, making a purchase, or contacting us, we collect that Personal Information. For example, if you register on our Website, we collect your name, e-mail address, and password;
- if you place an order with us, we collect the Personal Information that you provide to us such as your shipping, billing, and payment information. See the 'Credit and Payment Card information' section below to read more about how we and our partners handle your payment information;
- if you contact our customer services agents, you may also provide us with Personal Information that we collect.
- if you take the opportunity to review our products (please be kind!) or participate in public forums associated with the Website, we will collect Personal Information in any such reviews, posts or comments. Note that these will be public so you should use care before posting information about

yourself online (that's just good advice in general).

Additional Information We Collect: From time to time, we may acquire additional information about our customers from third parties, such as the Postal Service and third parties that assist us in the provision of products and services requested by you.

Credit and payment card information

Createpose uses third party payment processors Square, GoCardless and PayPal to process payments made for products and services via the Website. All online payments will be conducted in accordance with Payment Card Industry (PCI) data security standards (which are high!) and your billing information (which is only used by these payment processors for the purpose of performing fraud protection) is encrypted before being communicated to them. Subject to the below exceptions, your credit card details are communicated directly from your browser to these payment processors - Createpose never (ever!) sees your full Permanent Account Number (PAN). This means that the payment form is either off-site or displayed in a frame on the payment page.

For Square and GoCardless, if on the payment page you have requested that your card details be remembered (it's such a timesaver!) and the payment was successful, Createpose stores the card type, a Masked PAN (only the first 6 and last 4 digits) and the card's expiry date as well as an associated token. This information is stored by us so that you and we can identify your stored card and use it for further payments at Createpose. This stored information can be deleted via the payment form on the Website should you wish to do so. We also store separately the last 4 digits and card type so that we can identify transactions made by a particular card.

For PayPal, we only store the tokens required to identify the transaction with PayPal, issue refunds and identify transactions made using PayPal.

Where we store data

Createpose transfers, processes and stores data about you on servers located in the UK, for example, where we subcontract processing to or share your Personal Information with, third parties for the below purposes.

Use of information

We use the information that we collect about you for the following (totally legit and normal) purposes:

- to maintain and improve our Website, including personalizing your online experience and ensuring content is presented in the most effective manner for you;
- operate our business, including the provision to you of information, products and services that you request and other transactional or administrative updates;
- to administer your account;
- inform you about products and services that we offer and that are similar to those you have already purchased or enquired about;
- provide you, or permit selected third parties to provide you, with information about products and services we feel may interest you (where you have consented to receive such communications);
- to notify you about changes to our services, the Website or our Terms of Use and this Privacy Policy;
- as part of our efforts to keep the Website safe and secure;
- to measure or understand the effectiveness of advertising we serve to you and others, and to make our future marketing efforts and those of third parties more effective; and
- to administer our Website and for internal operations, including troubleshooting, data analysis, research, testing, statistical and survey purposes.

We may also combine the information which you provide to us (such as your registration details) with information which we collect about you (such as information about your orders) and/or receive from other sources, and use this combined information for the purposes set out above.

Disclosure of information

We may disclose information about our customers and visitors to the Website to third parties.

Group Companies: We may share your Personal Information with any member of our group

Business Operations: In order to carry out certain business functions, such as order fulfilment, payment processing, e-mail delivery, or marketing, we may hire other companies to perform services on our behalf. We may disclose Personal Information that we collect about you to these companies to enable them to perform these services. By way of example, information relating to your order which we have combined with other Personal Information (as explained above) may be shared with our third party service providers that assist us with our marketing efforts.

Third Party Partners: We may partner with third parties to provide you with information about products or services that we feel may be of interest to you. We will only disclose your Personal Information to such third parties if you have consented to receive such information.

Law Enforcement, Protection of Createpose and our Customers: We may also disclose Personal Information in other circumstances as required by law. We also reserve the right to disclose your Personal Information when we believe such disclosure is appropriate to cooperate with an investigation of activities claimed to be unlawful, to enforce our Terms of Use, or to protect the rights or property of Createpose or others. (So, be good.)

Merger, Sale or Acquisition: In addition, it is possible that in the future another company may acquire Createpose or its assets or that Createpose may partner with or purchase another company to continue to do business as a combined entity. In the event that any such transaction occurs, it is possible that our customer information, including your Personal Information, may be transferred to the new business entity as one of Createpose's assets. In such an event, we will update this policy to reflect any change in ownership or control of your Personal Information.

Links to third party products and services

While you are visiting or using the Website, you may be presented with an opportunity to purchase third party products or services. These products and services are offered and supplied by independent companies. If you click on one of the presented offers, you will be redirected to the site of the third party, and any information you provide in response to the offer will be governed by the privacy and other policies of that third party. We do not guarantee the security of your Personal Information when using such third party sites or that the operator of such third party sites will comply with applicable data protection laws and regulations.

Your choices

Communications from Createpose: If you do not want to receive email communications from Createpose about our own or third-party products and services that may be of interest to you, you can update your preferences in the My Account section of the Website (Don't call and tell us though, we hate goodbyes). You can also click on the unsubscribe link at the bottom of one of our emails. We may still contact you via mail or phone, unless you request to be added to our Do-Not-Call list, and/or our Do-Not-Mail list by contacting us using the below details and indicating your preferences. Please be sure to provide your exact name, e-mail address, mailing address and telephone number(s) and the list or lists you would like to be included on (Do-Not-Call, and/or Do-Not-Mail). Even if you opt-out of email marketing or choose to be placed on one of these lists, we may still communicate with you using any of these methods for those non-marketing purposes set out above in the 'Use of Information' section.

Deactivation of Your Account: You may also request deactivation of your Createpose account (it makes us sad even seeing it written down) by contacting us using the below details and requesting account deactivation. Please note that your Personal Information may remain in our archived records after your account has been deactivated, but we will not keep it for longer than necessary to fulfil the purposes listed above.

Updating and access to your personal information

If you wish to change your name, e-mail address, password, and/or communication preferences after you have registered, you can access your account in the My Account section of the Website. You may also request these changes by contacting us using the below details (and why not? We love a personal call!).

If you are a resident of the European Union, you also have the right to request access to and correction of Personal Information that we hold about you. This right of access and correction can be exercised in accordance with the Data Protection Act 1998. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

Website security

We maintain physical, electronic, and procedural safeguards reasonably necessary to ensure the protection of your Personal Information against loss, misuse, disclosure, and alteration.

When you establish an account at Createpose, you choose a password to help protect your account information. A password is only as strong as you make it: you should select a unique password and keep it safe. You may change your password as often as you wish by going to My Account section of the Website. You are responsible for keeping this password confidential. We ask you not to share a password with anyone. Our sign-in process is designed to help protect your privacy. If you have trouble signing in to our Website, please ensure that you are using your registered e-mail address and the correct password. If you are using your registered e-mail address and correct password, and you continue to have trouble signing in to our Website, please contact us using the details below.

Notwithstanding the above, unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your Personal Information, we cannot guarantee the security of your data transmitted to our Website; any transmission is at your own risk. (Typical internet, right?).

Changes to this privacy policy

Createpose may revise this Privacy Policy from time to time by posting a revised Privacy Policy on our Website and changing the last modified date at the top of the Privacy Policy. If we make significant changes to the Privacy Policy, we will note the Privacy Policy has changed on the main page of the Website and/or contact you by email (so do stay on the edge of your seat at all times). We reserve the right to modify this Privacy Policy at any time, so please review it frequently (and why wouldn't you?).

createpose contact details

Where you need to contact Createpose, either pursuant to this Privacy Policy or just for an emotional chit-chat, you may:

- email us at hello@createpose.com • call us at +044 (0) 20 7993 2532 – UK
- write to us at:

UK Office, Createpose, Limited Park Langley, Studio 7 Malmains Close, London, BR3 6SE UK

When writing to us, please be sure to include your exact name, mailing address, telephone number and specific preferences or request. Thank you for taking the time to learn about Createpose's policies.

Copyright Policy

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hello@createpose.com