

The KREW Membership

TERMS AND CONDITIONS

The KREW Membership is an online subscription, which gets automatically renewed each month or year. The money is charged from your bank account every month (or year) from the date when you started your Membership. By placing your order and becoming a KREW Member, you agree to the subscription and its terms and conditions.

Cancelling your Membership

Would you like to cancel your KREW Membership? Then send an email to us *before* the date when your membership gets renewed automatically. You can send the mail to hi@krewmembers.com with the subject "Cancel Membership". In this mail, please briefly mention the contact info (name and email) that you used to subscribe to KREW.

For all cancellations *after* your monthly renewal date, automatic payments for the new month are already in progress. During that new month, you're still officially a KREW Member and use all benefits of the Membership. Your subscription and payments will end on your renewal date the month after.

You can find the full terms and conditions on the following pages.



BY COMMITTING TO A MEMBERSHIP BY KREW YOU ARE CONSENTING TO OUR TERMS OF USE. PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE SUBSCRIBING.

The terms “we”, “us”, “our”, and “KREW” refers to KREW. The term “Membership” refers to the KREW Membership. The terms “user,” “you” and “your” refers to membership visitors, customers and any and all other users of the membership (individually and collectively “Users”).

By using the membership, including all materials presented herein and all online services provided by KREW, you agree to these Terms of Use, without modification, and acknowledge reading them. If you do not agree to these Terms of Use, you may not use the Membership. In addition, when you use any of our current or future services, you will also be subject to our guidelines, terms, conditions, and agreements applicable to those services. If these Terms of Use are inconsistent with the guidelines, terms, and agreements applicable to those services, these Terms of Use will control. These Terms of Use apply to all Users of the Membership and Service (as hereinafter defined).

USE OF THE MEMBERSHIP

To access or use the Membership, you must be 18 years or older and have the power and authority to enter into these Terms of Use. Children under the age of 18 need consent from one of their parents. Information provided on the membership account is subject to change without notice. KREW makes no representation or warranty that the information provided, regardless of its source (the “Content”), is accurate, complete, reliable, current or error-free. KREW disclaims all liability for any inaccuracy, error and/or incompleteness in the Content.

LAWFUL PURPOSES

You may use the Membership for lawful purposes only. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Membership violate any laws in your jurisdiction. You agree to be financially responsible for all purchases made

by you or someone acting on your behalf through the Membership. You agree to use the Membership and to purchase services or products through the Membership for legitimate, non-commercial purposes only. You will be responsible for any activity conducted under your account.

You shall not post or transmit through the Membership any material which violates or infringes the rights of third parties, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.

REFUSAL OF SERVICE

KREW reserves the right to refuse service to any order, person or entity without obligation to assign reason for doing so. KREW reserves the right to limit the number of participants and subscriptions. KREW may at any time change or discontinue any aspect or feature of the Membership without notice.

ORDER CONFIRMATION AND PAYMENT DETAILS

We will email you to confirm the placement of your order and with details concerning product or service delivery. In the event that there is an error in this email confirmation, it is your responsibility to inform us as soon as possible.

PRICING

Once you purchase a subscription, the initial price you purchased at will remain the same even if the price increases after your initial purchase. However, if you cancel your subscription at any time and re-subscribe at a later date, your new subscription will be purchased at the most current rate. In other words, your initial purchase price will be grandfathered in as long as you do not cancel your subscription after your initial purchase.



MONTH-TO-MONTH PAYING MEMBERS

If you have signed up for a month-to-month KREW subscription, the subscription renews automatically on the first of each month and your debit/credit card will be charged the fee stated at the time of purchase (or the introductory rate during introductory period). Price may change at the end of your subscription period if created with a promotional rate. Your subscription will start as soon as your debit/credit card is successfully charged.

ANNUAL PAYING MEMBERS

If you have signed up for an annual KREW subscription, the subscription renews automatically at the end of twelve (12) months and your debit/credit card will be charged the fee stated at the time of purchase (or the introductory rate during introductory period). Price may change at the end of your subscription period if created with a promotional rate. Your subscription will start as soon as your debit/credit card is successfully charged.

CANCELLATIONS, REFUNDS & RETURNS

All sales of digital products downloadable upon confirmation are eligible for a refund within 14 days of purchase by sending an e-mail to hi@krewmembers.com.

Month-to-month subscriptions:

Subscriptions created will not automatically cancel. If you would like to cancel a monthly subscription, you may do so at any time. However, please note that in order to not get billed for next month you must cancel *at least 1 business day prior to your membership's renewal date* (your renewal date is the day you started your KREW Membership, so if you started on June, 4th 2020, your next monthly renewal date will be on July 4th, 2020) . Once cancelled, you will no longer be charged going forward. Payments for the next billing cycle will not be refunded, so please make sure to cancel prior to your automatic renewal date. Cancelling a monthly subscription can be done by sending an e-mail to hi@krewmembers.com. You may upgrade to the annual subscription at any time; after upgrading, the annual subscription will start on your monthly renewal date.

Annual subscriptions:

Subscriptions created will not automatically cancel. If you would like to cancel an annual subscription, you may do so at any time. Please note, however, that you need to cancel *at least 7 business days prior to your renewal date* to prevent next year's subscription from being processed and billed (your renewal date is the day you started your KREW Membership, so if you started on August 3rd, 2020, your next annual renewal date will be on August 3rd, 2021). Cancelling an annual subscription can be done by sending an e-mail to hi@krewmembers.com. You can revert your annual subscription to a monthly subscription at any time; after reverting, the monthly subscription will start on your annual renewal date.

PROMOTIONS AND BONUS MATERIALS

Subscriptions created during a bonus will not automatically cancel after the promotional period. All sales are final when purchasing during a promotion. Subscriptions purchased during promotions and bonuses are non-refundable.

SUBMISSION OF USER-GENERATED CONTENT

You shall not upload, post or otherwise make available on the Membership any artwork, photos or any other content (individually and collectively "User-Generated Content") protected by copyright, trademark or other proprietary right without the express written permission of the owner of the copyright, trademark or other proprietary right. The burden of determining that any User- Generated Content is not so protected rests entirely with you. You shall be liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a submission and shall indemnify KREW from any claim against KREW resulting from your posting of User-Generated Content to the Membership. For all User-Generated Content submitted by you to the Membership, you automatically represent or warrant that you have the authority to use and distribute the User- Generated Content, and that the use or display of the User-Generated Content will not violate any laws, rules, regulations or rights of third parties. KREW reserves the right to remove from the Membership any

User-Generated Content submitted by you that it deems inappropriate for the Membership or that appears to violate these Terms of Use. You represent, warrant and agree that: you own or otherwise control all of the rights to all User-Generated Content that you post or send to us; that all such User-Generated Content is accurate; use of such User-Generated Content does not violate these Terms of Use, our User Agreement, our Privacy Policy or the rights of any third party and will not cause injury to anyone; and you will indemnify us and the Indemnified Parties (as hereinafter defined) from and against all claims arising out of, resulting from or relating to any such User-Generated Content. We have the right (but no obligation) to monitor, edit or remove any activity or content involving you. We have no responsibility, and assume no liability, for any User-Generated Content posted or sent by you or by anyone else. You agree that each time you post or submit User-Generated Content to the Membership, you agree that the User-Generated Content License is ratified and confirmed with respect to such User-Generated Content and all User-Generated Content previously posted or submitted by you.

OUR INTELLECTUAL PROPERTY

All content provided on the Membership, including all products and all online class, workshop materials and subscriptions are the intellectual property of KREW. The content of the Membership is protected by EU copyright laws.

You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works from, distribute, display, reproduce or perform, or in any way exploit in any format whatsoever any of the content of the Membership or the Service, in whole or in part, without our prior written consent. You may not remove any trademark, copyright, or other notice from the content of the Membership. If you violate this intellectual property policy, we reserve the right to immediately remove you from any and all service without a refund, and shall pursue all available legal remedies against you.

AMENDMENTS TO TERMS OF USE

We reserve the right, in our sole discretion, to change, modify, add or delete portions of these Terms of Use at any time without notice, and it is your responsibility to review these



Terms of Use for any changes. Such amendments are effective immediately by us posting the revised Terms of Use on this Membership. Your use of the Membership following any amendment to these Terms of Use will constitute your agreement and acceptance of the revised Terms of Use.. We further reserve the right to update any portion of our Membership at any time. We will post the most recent version to the Membership and list the effective date.

LIMITATION OF LIABILITY

You agree that under no circumstances (including negligence) shall KREW or the Indemnified Parties be liable for any direct, indirect, incidental, consequential, special, punitive, exemplary, or any other damages arising out of or in connection with: (i) your use of, or any inability to use, the Membership or any content or functions thereof; (ii) any failure of performance, error, omission, denial of service, attack, interruption, deletion, defect, delay in operation or transmission, computer virus, line or system failure or any incompatibility between the Membership and any membership, service, software or hardware; (iii) loss of revenue, anticipated profits, business, savings, goodwill or data; and (iv) third party theft of, destruction of, unauthorized access to, alteration of, or use of your information or property, regardless of our negligence, gross negligence, failure of an essential purpose and whether such liability arises in negligence, contract, tort, or any other theory of legal liability. The foregoing applies even if KREW or the Indemnified Parties have been advised of the possibility of or could have foreseen the damages. In those states that do not allow the exclusion or limitation of liability for the damages, our liability is limited to the fullest possible extent permitted by law.

In no event shall KREW's or the Indemnified Parties' total liability to you for all loss, cost, damage, liability or expense (including attorneys' fees and costs) that you may suffer or incur, under any theory of liability, in contract, tort (including, but not limited to, negligence) or otherwise, exceed the total purchase price of the Service you have purchased from KREW, and if no purchase has been made by you KREW's and the Indemnified Parties' total

liability to you shall not exceed €1.00. You agree that under no circumstances shall we or the Indemnified Parties be liable for any delay or failure in performance resulting, directly or indirectly, from any event of force majeure or other cause beyond our or their control including, without limitation, Acts of God, war, equipment and technical failures, electrical power failures or fluctuations, strikes, labor disputes, riots, civil disturbances, shortages of labor or materials, natural disasters, governmental actions, orders of domestic or foreign courts or tribunals, or non- performance of third parties.

