

Terms of Service

CRE8 · Last updated October 1, 2026 · <https://www.cre8.xyz/view/legal/terms>

The short version: you own what you make on CRE8. Use the Services lawfully and respectfully. CRE8 credits are a feature of the platform, not money or an investment. Purchases from businesses on CRE8 are between you and that business. If something goes wrong, contact us first and we will try to fix it.

These Terms of Service ("Terms") govern your use of the websites, applications, runtime software, peer network and related services offered under the CRE8 name (together, the "Services"), provided by CRE8 ("CRE8", "we", "us" or "our").

By creating an account, running a CRE8 node, making a purchase or otherwise using the Services, you agree to these Terms and to our Privacy Policy. If you use the Services for an organization, you agree to these Terms on its behalf and confirm that you have authority to do so. If you do not agree, do not use the Services.

1. Who may use the Services

You must be at least 13 years old to use the Services. If you are under 18, or under the age of majority where you live, you may use the Services only with the involvement and consent of a parent or legal guardian, who agrees to these Terms for you. You may not use the Services if you are barred from doing so under applicable law, or if we have previously terminated your account for violating these Terms.

2. Your account and keys

Some features require an account. Give accurate information and keep it current. You are responsible for activity that occurs under your account and for keeping your credentials secure.

CRE8 identities can be backed by cryptographic keys that live on your devices. Whoever holds a private key can act as that identity. If you lose a key, or someone else obtains it, we may be unable to recover the identity or reverse actions taken with it. Tell us promptly at the contact options on <https://cre8.xyz> if you believe your account or keys have been compromised.

3. Your content

You keep ownership of the content you create, upload, stream or publish through the Services, including sites, pages, posts, media, products, messages and files ("Your Content").

You grant CRE8 a worldwide, non-exclusive, royalty-free license to host, store, copy, transmit, display, adapt (for example, by resizing images or transcoding video) and otherwise process Your Content only as needed to operate, secure and improve the Services and to carry out your instructions, such as publishing a site, delivering a message or sharing a file with the people you choose. This license ends when Your Content is deleted from the Services, except for copies that others have already received, backups kept for a limited period, and content we must retain by law.

Content you make public may be viewed, shared and copied by anyone. The Services include a peer network: public content and public records may be replicated to other CRE8 nodes run by people we do

not control. Deleting content from our servers may not remove copies that other nodes or people already hold.

You are responsible for Your Content. You confirm that you have all the rights needed to share it and that it does not violate these Terms or anyone else's rights.

4. Acceptable use

Do not use the Services to:

- break the law, or help anyone else break it;
- infringe or misappropriate anyone's intellectual property, privacy or publicity rights;
- share child sexual abuse material, which we report to the authorities, or any content that sexualizes minors;
- harass, threaten, defame, or incite violence against anyone;
- send spam or unsolicited messages, or send email or text messages without the consent and opt-out handling the law requires;
- defraud people, run deceptive offers, or sell goods or services you cannot lawfully provide;
- upload malware, or probe, scan, overload or interfere with the Services, other nodes or other users;
- get around access controls, rate limits, payment requirements or security measures;
- impersonate any person or organization, or misrepresent your affiliation;
- broadcast or record people where the law requires their consent and you do not have it;
- collect other users' personal information without their permission.

We may remove content, limit features, or suspend accounts that we reasonably believe violate these rules, and we may report unlawful activity to the appropriate authorities.

5. Running a node and the peer network

You may run CRE8 runtime software on your own devices to take part in the peer network. You are responsible for those devices, your network connection, the data you choose to host, and the costs of running them. Other nodes are operated by independent people; we do not control them or the content they hold, and we are not responsible for their conduct. Network traffic between nodes is measured to operate the network and to account for credits, as described in our Privacy Policy.

6. CRE8 credits

The Services may record credits, tokens or other units on the CRE8 ledger, for example credits for contributing data or compute, welcome grants, rewards, or balances held in a CRE8 wallet ("Credits"). Credits are a feature of the Services:

- Credits are not money, legal tender, a bank deposit, a security or an investment. They do not earn interest, and we do not promise that they have or will keep any value.
- Credits cannot be redeemed for cash or transferred off the Services except where we expressly offer that in writing, under the terms we state at the time.
- A business on CRE8 may choose to accept Credits as payment at the rate it displays. That is a business arrangement between you and that business.
- We may correct ledger errors and reverse Credits issued by mistake, through a technical fault, or

through fraud or abuse of the Services.

- We may change how Credits are earned, granted or used. If we discontinue Credits, we will give reasonable advance notice where practical.

Some market, exchange and capital features are experimental, and may show information about assets, prices or offers. Nothing in the Services is an offer to sell or a solicitation to buy securities, and nothing in the Services is financial, investment, legal or tax advice. Some features may be unavailable where you live.

7. Purchases, payments and subscriptions

Prices, taxes and fees are shown before you pay. Card and bank payments are processed by third-party payment processors, such as Stripe, under their own terms; we do not store full card numbers. By paying, you authorize us or the seller to charge your chosen payment method for the amount shown.

Subscriptions renew automatically at the end of each billing period until you cancel. You can cancel through your account or billing portal, or by contacting us, and cancellation takes effect at the end of the current period unless the offer says otherwise. Except where the law requires otherwise, or the offer states a different refund policy, payments are non-refundable.

Many things you can buy on CRE8, such as products, tickets, courses, bookings and memberships, are sold by independent businesses and creators. When you buy from them, the seller is responsible for the goods or services, delivery, and its own refund and cancellation terms; we provide the platform. Physical products may be produced and shipped by fulfillment partners. If you have a problem with a purchase, contact the seller first; you can also contact us at the contact options on <https://cre8.xyz>.

8. Businesses, sites and shops on CRE8

If you operate a site, shop, event, course, channel or other business on CRE8, you are responsible for what you offer, for your own terms and privacy notice for your customers, for collecting and remitting taxes, for any licenses you need, and for complying with consumer-protection, marketing and privacy laws. When we process your customers' personal information on your behalf, we do so as described in our Privacy Policy.

If CRE8 builds or manages a website or other work for you under a signed services agreement, that agreement governs those services and controls if it conflicts with these Terms.

9. Live streams, media and public cameras

You need the rights and permissions for everything you broadcast or upload, including music, footage and the people who appear in it. Live chat and reactions are public to everyone watching. The public camera directory lists cameras that their publishers make available; we link to those feeds and do not host or rebroadcast them.

10. AI and automated features

Some features use artificial intelligence or other automation to draft text, analyze content or suggest actions. Their output can be inaccurate or incomplete. Review it before you rely on it or publish it. Do not submit information to those features that you do not want processed for that purpose. To the extent the law allows, you own the output you generate, subject to the rights of others in what you put in.

11. Third-party services and links

The Services connect to services we do not operate, such as payment processors, domain registrars, email and text-message providers, maps and fulfillment partners, and they may link to third-party websites. Your use of those services is governed by their terms and privacy policies, and we are not responsible for them.

12. Our intellectual property

The CRE8 name, logos, software, designs and the Services themselves belong to us or our licensors, except for open-source components, which are licensed to you under their own licenses. Subject to these Terms, we grant you a limited, revocable, non-exclusive, non-transferable license to use the Services for their intended purposes. If you send us feedback or suggestions, we may use them without obligation to you.

13. Copyright complaints

We respond to notices of alleged copyright infringement under the U.S. Digital Millennium Copyright Act. To send a notice, write to our designated copyright agent at the contact options on <https://cre8.xyz> and include: your physical or electronic signature; identification of the copyrighted work; identification of the material you claim is infringing, with enough information for us to locate it; your contact information; a statement that you have a good-faith belief that the use is not authorized by the copyright owner, its agent or the law; and a statement, under penalty of perjury, that the information in your notice is accurate and that you are authorized to act for the owner. If your content was removed and you believe that was a mistake, you may send a counter-notice to the same address. We terminate the accounts of repeat infringers in appropriate circumstances.

14. Suspension and termination

You may stop using the Services and close your account at any time. We may suspend or terminate your access if you violate these Terms, if your use creates risk or legal exposure for us or others, if required by law, or if we discontinue the Services. Where reasonable, we will tell you why and give you a chance to export Your Content. Sections that by their nature should survive termination, such as ownership, Credits corrections, disclaimers, limitation of liability, indemnity and dispute terms, survive.

15. Disclaimers

The Services are provided "as is" and "as available". Many features are new or experimental. To the fullest extent permitted by law, we disclaim all warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, title and non-infringement. We do not promise that the Services will be uninterrupted, error-free or secure, that data will never be lost, or that any content or output is accurate. Keep your own backups of anything important.

16. Limitation of liability

To the fullest extent permitted by law, CRE8 and its owners, contractors and suppliers will not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, or for any loss of profits, revenue, data or goodwill, arising out of or relating to the Services or these Terms. Our total liability for all claims relating to the Services or these Terms is limited to the greater of one hundred U.S. dollars (US\$100) or the amount you paid us for the Services in the twelve months before the event giving rise to

the claim. Some jurisdictions do not allow these limitations, so they apply to you only to the extent the law allows.

17. Indemnity

To the extent permitted by law, you will defend, indemnify and hold harmless CRE8 and its owners, contractors and suppliers from claims, losses and expenses (including reasonable attorneys' fees) arising out of Your Content, your business on the Services, or your violation of these Terms or the law.

18. Governing law and disputes

These Terms are governed by the laws of the United States and of the state in which CRE8 has its principal place of business, without regard to conflict-of-laws rules.

Before filing a claim, contact us at the contact options on <https://cre8.xyz> and describe the dispute. We will try in good faith to resolve it informally within 30 days. Either party may bring a qualifying claim in small-claims court. Nothing in this section limits rights you have under consumer-protection laws that cannot be waived.

19. Changes to these Terms

We may update these Terms. If a change is material, we will give notice through the Services or by email before it takes effect. The date at the top shows when these Terms were last changed. If you keep using the Services after a change takes effect, the updated Terms apply. If you do not agree, stop using the Services.

20. General

These Terms, together with any additional terms you accept for a specific feature, are the entire agreement between you and CRE8 about the Services. If any provision is found unenforceable, the rest remains in effect. Our failure to enforce a provision is not a waiver. You may not assign these Terms without our consent; we may assign them in connection with a merger, acquisition or sale of assets. Neither party is liable for delays caused by events beyond its reasonable control. You agree that we may communicate with you electronically and that electronic notices satisfy any requirement that they be in writing. You must comply with applicable export-control and sanctions laws.

21. Contact

Questions about these Terms: the contact options on <https://cre8.xyz>.