



Terms of Use

Thank you for purchasing your Creative Flow Art Studio ticket(s) (the "Ticket")! Solely for purposes of these Terms of Use (the "Terms") and ease of reference, Creative Flow Art Studio is referred to herein as the "Company" and the term "Company." These Terms govern your use of the Service and the ticket(s) you purchased (the "Ticket"), as well as the use of the Ticket, including all features of the website located at www.creativeflowartstudio.com (the "Website"), user experience, and all content associated therewith (collectively the "Service"). When you have purchased a Ticket for an event (the "Event") you will then be bound by the Event's own set of terms and conditions. By using, visiting, or browsing the Service, you accept and agree to be bound by these Terms. If you do not agree to these Terms, you should not use the Service, including the Website, and you should not purchase the Ticket. The Company hopes you enjoy your experience!

Definitions

•The term "Event"

" means the Event you or the person for whom you purchased the Ticket utilizes the Ticket to attend.

•Payment Method – The term "Payment Method" means the method of your payment for the Ticket that you indicated during your purchase of the Ticket.

•All references herein to "you" or "your" shall mean and refer to the person who purchased the Ticket, and includes any persons that eventually utilize the Ticket to attend the Event (defined in these Terms as an "Event Attendee" or "Event Attendees").

•The term "venue" shall mean the location where the Event will take place

•The term "Website" shall mean the website: www.creativeflowartstudio.com (and all pages contained therein).

•The term "Ticket" shall mean a revocable license or licenses which you or a person for whom you have purchased the Ticket may utilize to attend the Event, and includes any gift Ticket purchased.

•Work(s) of Art: The term "Work of Art" or "Works of Art" shall include any painting, drawing, sketch, or other depiction or representation uploaded to the Website or otherwise exhibited, in any manner

1. How the Service Works

The Company is an entertainment service that will provide instruction for your Event at the venue.

The Company reserves the right in its sole and absolute discretion to make changes from time to time and without notice in how it operates the Service. Any description of how the Service works should not be considered a representation or obligation with respect to how the Service will always work, as the Company is constantly making adjustments to the Service and often these adjustments are not completely captured within these Terms.

a. Availability

The availability of events at particular venues will change from time to time and could potentially change on the day of the Event. The availability of a specific artist/instructor at the Event may change at the Company's sole discretion. While the Company will endeavor to make the artist/instructor you have signed up for available for the Event, the artist/instructor may change at the Company's sole discretion without notice to you.

b. Materials Provided

The Materials, including all paints, canvases, gloves, painting trays, other supplies necessary for the Event (to be determined in the sole judgment of the Company) ("Equipment") will be provided for the Event. The quality of the paint, canvases, may vary from event to event, and venue to venue, and may be affected by a variety of factors outside of the control of the Company.

c. End Result

The Company makes no representations or warranties about the quality of any Work of Art or individual experience at the Event. Every Work of Art created by you will be unique, and the expectation that your Work of Art will be a facsimile of the Work of Art depicted on the Website is patently absurd.

d. Start Time

The Company will make every effort to begin the instruction at the designated start time and complete the instruction in under two hours. However, the time it takes to begin and complete the instruction will vary based on a number of factors, and the Company makes no representation as to the exact amount of instruction time at the Event.

e. Venue

At the Event, you may encounter third-party services ("TPS"), including, but not limited to food and beverage service from the venue where your Event will take place. These TPS are provided solely as a convenience to you, and the Company is not responsible for and does not endorse the TPS provided by the venue where your Event will take place. You understand that you are responsible for all additional charges you incur at your Event, including, but not limited to food and beverage charges.

SUCH TPS ARE OWNED OR OPERATED BY THIRD PARTIES THAT ARE NOT RELATED TO, ASSOCIATED WITH OR SPONSORED BY THE COMPANY. Some of these TPS may even use Company trademarks in connection with your Event. The Company is not responsible for and does not endorse the content of such TPS. You will need to make your own independent judgment regarding your interaction with these TPS. By using such TPS, you acknowledge and agree to the following: (i) your use of any TPS may cause personally identifying information, such as a photo, to be publicly disclosed and/or associated with you, even if the Company has not provided such information, and (ii) your use of any TPS IS AT YOUR OWN OPTION AND RISK. You agree to indemnify and hold the Company harmless, as set forth in Section 32 hereof, for the sharing of information or the receipt of TPS relating to your Event that results from your use of any TPS. You further agree to indemnify and hold the Company harmless, as set forth in Section 32 hereof, from all claims that in any way involve or relate to the provision of TPS. If you have any questions, concerns, complaints, or claims about a particular TPS, you should contact the support or contact personnel of the particular TPS provider and not the Company, unless otherwise indicated by the Company. THE COMPANY DISCLAIMS ALL LIABILITY ARISING FROM YOUR USE OF TPS.

f. Entertainment and service content

The Company provides entertainment and reserves the right to display and promote the filmed or photographed entertainment or other information through the Service, including the Website and user interfaces, such as Social Media Accounts, to you and others in any manner the Company chooses in the Company's sole and absolute discretion. In addition, the Service allows you and other third parties to post reviews or comments concerning the entertainment distributed by the Company on Social Media Accounts. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed or made available by third parties through the Service are those of the respective authors or producers and not of the Company, or its members, managers, directors, officers, employees, attorneys, affiliates, licensees, employees or agents of licensees, subsidiaries, parent companies, successors, or assigns. Under no circumstances shall the Company, or its members, managers, directors, officers, employees, employees or agents of licensees, attorneys, affiliates, successors, or assigns be held liable for any loss or damage caused by your reliance on information obtained through the Service. It is your responsibility to evaluate the information, opinion, advice, or other content available through the Service.

g. Social media

You can connect the Company to your Facebook or other social media accounts ("Social Media Accounts"). If you choose to connect your account with any Social Media Accounts, you will be able to take advantage of various social features the Company may already have or will be creating, as part of the Service, as well as features available on such Social Media Accounts. These features will be designed to share information with others - the essence of social media. For example, your friends and others who have access to view information about you on Facebook may be able to see (on Facebook and on the Website) that you are a Company customer as well as what you have created, eaten or had to drink, with whom you attended an event, and other information about your use of the Service. You may also be able to see similar information about your Facebook friends who are connected with the Company. In addition, the Company may personalize and otherwise enhance your experience based on your Facebook information, such as your basic information, and "Likes." Please pay careful attention to your Facebook Connect settings in "Your Account" as well as your Privacy Settings in your Social Media Accounts which will impact this feature and may give you some control over the information that is shared and with whom it is shared.

BY CONNECTING A COMPANY ACCOUNT TO ANY SOCIAL MEDIA ACCOUNT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE CONSENTING TO THE CONTINUOUS RELEASE OF INFORMATION ABOUT YOU TO OTHERS, INCLUDING TO THE RELEVANT SOCIAL MEDIA ACCOUNT (IN ACCORDANCE WITH YOUR PRIVACY SETTINGS ON SUCH SOCIAL MEDIA ACCOUNT). IF YOU DO NOT WANT INFORMATION ABOUT YOU, INCLUDING INFORMATION SUCH AS YOUR COMPANY ACTIVITY, TO BE SHARED IN THIS MANNER, PLEASE CONTACT THE COMPANY AT CREATIVEFLOWARTSTUDIO@GMAIL.COM TO HAVE YOUR INFORMATION REMOVED. The Company and social media companies are continually making changes and improvements to this feature, and therefore the available features and information that are shared may change from time to time. These changes may take place without notice to you and may not be described in these Terms.

h. Use of information submitted

The Company is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to the Company ("Feedback"), including responses to questionnaires or through postings to the Service, including the Website, without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the Service. The Company may also share your information with third parties for purposes of the Company's business. Furthermore, by posting any Feedback on the Website, submitting Feedback to the Company, or in responding to questionnaires, you grant the Company a perpetual, worldwide, non-exclusive, royalty-free irrevocable license, including the right to sublicense such right, and right to display, use, reproduce or modify the Feedback submitted in any media of any kind now existing or developed in the future.

Please note the Company does not accept unsolicited materials or ideas for use or publication, and is not responsible for the similarity of any of its content in any media to materials or ideas transmitted to the Company. Should you send any unsolicited materials or ideas, you do so with the understanding that no additional consideration of any sort will be provided to you, and you are waiving any claim against the Company, its members, managers, directors, officers, employees, attorneys, affiliates, licensees, employees or agents of licensees, subsidiaries, parent companies, successors, or assigns regarding the use of such materials and ideas, even if materials or ideas are used that are substantially similar or identical to the material or idea you sent.

i. Refund/Cancellation Policy

Reservations cancelled with a minimum of 48 Hours notice before the event date/start time will receive a 100% refund of class fee. Reservations cancelled with 24 to 48 hours notice before the event date/start time will receive a 50% refund of class fee. Reservations cancelled with less than 24 hours notice of the event date/start time will receive no refund, however you may transfer your ticket purchase to a future scheduled event that has seating available. Should the instructor need to cancel the class due to unforeseen reasons (i.e. inclement weather, etc.) then all guests will receive a 100% refund of the class fee. Should the instructor need to cancel the class you will be notified by e-mail.

j. Customer Service

If you need assistance, you may find answers on our About Us page at www.creativeflowartstudio.com or reach Customer Service at any time at creativeflowartstudio@gmail.com.

k. Your conduct when accessing the Service

By accessing the Service, including the Website, you agree to use the Service, including all features and functionalities associated therewith, the Website and user experience and all content associated therewith in accordance with all applicable laws, rules and regulations, including public performance limitations or other restrictions on use of the service or content therein. You also agree not to interfere with the instructors, Event assistants, customers or anyone connected to any portion of the Service, or to violate any of the procedures, policies or regulations of establishments or venues connected to the Service. You also agree not to impersonate any other person while using the Service, conduct yourself in a vulgar or offensive manner while using the Service, or use the Service for any unlawful purpose.

l. Links and pages

Some of the hyperlinks on the Website may lead to other websites or other content that are not controlled by, or affiliated with, the Company. In addition, other websites may link to the Website or the Company may include links to the websites of businesses, including those that have associations with the Company through certain programs. These pages may provide links to third parties. The Company has not reviewed these websites and you agree that the Company is not responsible for the offerings of any of these sites or the content, privacy policies or terms of use of these websites. You acknowledge and agree that the Company is not responsible or liable for, and does not otherwise warrant, the actions of these third parties, their products or the contents on their websites. These linked websites have separate and independent privacy statements, notices and terms of use, which the Company recommends you read carefully.