

Crowbar Studios, Inc. Terms of Service (TOS)

1. Disclaimer

USER/CUSTOMER IS ADVISED TO READ THE TERMS OF SERVICES WITH UTMOST CARE BEFORE PURCHASING FROM CROWBAR STUDIOS, INC. FOR ITS SERVICES. AN ACT OF PURCHASING OR SUBSCRIBING TO ANY PACKAGE OFFERED THROUGH MARKETING EMAILS OR THE CROWBAR STUDIOS, INC. CROWBARSTUDIOS.COM WEBSITE SHALL BE PRESUMED THAT THE USER AGREES TO ABIDE BY ALL THE PROVISIONS OF THE TERMS OF SERVICE. PLEASE NOTE THAT THE TERMS OF SERVICES ARE BINDING ON THE USER/CUSTOMER.

2. Interpretation

2.1 Crowbar Studios, Inc., we, our, its and us refer to Crowbar Studios, Inc., its owner and authorized officials.

2.2 'Services' include all the services offered by Crowbar Studios, Inc. including but not limited to Crowbar Studios, Inc., Facebook likes package, Instagram Follower package, Twitter Follower package and YouTube view package and such other packages Crowbar Studios, Inc. may introduce in future.

2.3 Additional or separate agreement refers to any separate understanding between Crowbar Studios, Inc. and the user other than or in addition to the TOS.

2.4 You, client, customer, visitor and user refer to any person visiting crowbarstudios.com, or using the Services, or purchasing any package of services offered by Crowbar Studios, Inc.

2.5 The 'TOS' refers to all provisions of this terms of services document from 1 to 12 applies to the Services.

2.6 Privacy Policy means the principle position of Crowbar Studios, Inc. describing the ways of collection, use and maintenance of the information relating to the user.

2.7 Provision: It refers to all the sections, sub-sections and proviso herein contained.

2.8 Likes; it refers to the number of likes on a Facebook, Twitter, Instagram, or YouTube page or a web page URL as indicated by the respective platform.

2.9 Views; it means the number of views YouTube shows beneath the video player indicating number of visitors who have viewed the page.

2.10 It refers to an act of the user subscribing to any update as follower on the social media account of the client including Twitter and Instagram.

3. Services and warranties:

3.1 Our services include carrying out promotional campaigns by helping the client to increase the followers, views and likes of the social media account of the client.

3.2 The client agrees that Crowbar Studios, Inc. owns no liability for the content, activity and purpose of the client's social media account.

3.3 It is sole responsibility of the client to ensure the observation of the terms and conditions of any contract with third party.

3.4 Crowbar Studios, Inc. does not require access to the client's social media account. It is the responsibility of the client to ensure his/her/its social media account is safe from the unauthorized access.

3.5 The client agrees not to violate any provision of the contract the client has had with any third party. It is the responsibility of the client to ensure that the Terms of Services are not contrary to the contract with third party. The client represents and warrants that Crowbar Studios, Inc. is and shall not be party to such violation.

3.6 The client understands that Crowbar Studios, Inc. is not affiliated, in any manner, to any social media network including without limitation Facebook, Instagram, Twitter and YouTube.

3.7 The client agrees not to use the Services for any purpose not compliant with the laws for

the time being in force in the United States and with the public policy.

3.8 Crowbar Studios, Inc. may modify or terminate the Services at any time without serving notice; provided that the existing user either shall be refunded or served.

3.9 Crowbar Studios, Inc. reserves the right to amend, change or modify any provision of the Terms of Services, and the amended, changed or modified Terms of Services shall be effective immediately after they are posted on Crowbar Studios, Inc. website crowbarstudios.com

3.10 Crowbar Studios, Inc. may refuse services to any client without assigning the reason to that effect.

3.11 Crowbar Studios, Inc. may refuse the Service to the client account containing unlawful, threatening, offensive, defamatory, libelous or objectionable or otherwise violate the Terms of Services.

3.12 Crowbar Studios, Inc. provides a lifetime warranty to maintain the desired promotion level for our services. In the event of reduction in the likes, followers, or views, the client is advised to inform immediately to Crowbar Studios, Inc. which shall immediately make up such reduction.

3.13 The Services completion may take time. The smaller packages take 7 to 14 days, and larger packages may take 30 to 60 days.

3.14 We do not incentivize any user to like, view or follow the client's social media profile in a manner that falls within the meaning of violation of the terms and conditions of the social media networks including but not limited to Facebook, Instagram, YouTube and Twitter.

3.15 We hereby warrant that we do not make, instigate or encourage any user to violate the terms and conditions of the social media networks including but not limited to Facebook, Instagram, YouTube and Twitter.

3.16 Crowbar Studios, Inc. does not mislead the user in any manner that may violate the terms and conditions of the social media networks including but not limited to Facebook, Instagram, YouTube and Twitter.

3.17 Crowbar Studios, Inc. employs a strategy to provide the Services which is compliant with terms and conditions of the social media networks and all the laws for the time being in force.

3.18 Technically, Crowbar Studios, Inc. also serves the interests of the social media networks, and employs all the measures to ensure that no provision of the terms and conditions of the social media websites is violated, and no act is detrimental to the interests of the social media websites.

3.21 Crowbar Studios, Inc. may take up 6 months to complete an order

3.21 Crowbar Studios, Inc. will have orders under \$100 completed in under 1 month, and orders under \$1000 completed in under three months.

4. Payments, Refunds, and Cancellation

4.1 The price for various packages is provided on the pricing page: <https://crowbarstudios.com/pricing.html> Crowbar Studios, Inc. reserves the right to modify such price from time to time without serving a prior notice. The price or payment shall refer to the updated price of the package.

4.2 The pricing page forms the part of the TOS.

4.3 Crowbar Studios, Inc. accepts payments through paypal and Credit Cards.

4.4 The payment made for the Services by the client to Crowbar Studios, Inc. is not refundable unless Crowbar Studios, Inc. fails to deliver the job as per the description after confirmation.

4.5 The user shall prefer to use Crowbar Studios, Inc. dispute resolution arrangements if a dispute arises.

4.6 The user, without contradicting the terms and conditions, agrees not to dispute any

transaction with Crowbar Studios, Inc. unless Crowbar Studios, Inc. dispute resolution arrangements fail to address the legitimate claims of the client.

4.7 The client is advised for his/her own benefits to understand all aspects of the transactions and have an independent legal opinion before making a final decision to purchase or subscribe to the Services. Crowbar Studios, Inc. owns no liability if you omit to read the TOS.

4.8 All other refunds are to be made at the sole discretion of Crowbar Studios, Inc..

4.9 Orders can be cancelled within 24 hours if we have not already started working with your order. In this case, a full refund will be sent, at the sole discretion of Crowbar Studios, Inc.

5. General Terms

5.1 Crowbar Studios, Inc. reserves the right to revise, amend, change, alter, replace, withdraw and declare not-applicable any of the provisions of the TOS without serving a prior notice. Such revision, amendment, change, alteration, replacement, withdrawal or inapplicability shall come into force soon after it is posted on the TOS page of the website.

5.2 Crowbar Studios, Inc. reserve the right to terminate, amend, modify or make unavailable any of part or feature of the Services without notice. The user who has made the payment for the Services is entitled to demand the Service as prescribed at the time of the order or the refund.

5.3 Crowbar Studios, Inc. offers the Services to the users having legal qualification to enter into the contract as to the age and solvency. If you do not have such qualification, Crowbar Studios, Inc. hereby advised you not to use the Services. Crowbar Studios, Inc. disclaims all the liabilities whatsoever.

5.4 The user is prohibited to use Crowbar Studios, Inc. in a manner that can cause damage, disable, impair or overburden it or interfere with the use of any other user of Crowbar Studios, Inc.

5.5 The user is forbidden hereby to employ any robot, spider, any automatic device or manual process or means to access Crowbar Studios, Inc. or crowbarstudios.com for any purpose, including but not limited to copying or monitoring any of the material on Crowbar Studios, Inc. without prior consent of Crowbar Studios, Inc.

5.6 The user is prohibited to use any device or software that interfere with or obstruct proper functioning of Crowbar Studios, Inc.

5.7 The user is not allowed to introduce any malicious or harmful material into Crowbar Studios, Inc. crowbarstudios.com

5.8 The user is expressly prohibited to maneuver to obtain an unauthorized access to, interfere with, damage, or disrupt any part of the Services, crowbarstudios.com, its host server or any affiliated database, computer or server.

5.9 Subject to any additional or separate written agreement, the TOS constitutes the entire agreement between Crowbar Studios, Inc. and you with respect to the Services.

5.10 The headings, subheadings and numbers in the TOS are for convenience of the reader and reference only, and they do not aim to limit, construe, define, or determine the scope of the provisions herein contained.

5.11 Crowbar Studios, Inc. has its official Privacy Policy forming the part of the TOS. It is posted separately on crowbarstudios.com to facilitate the reader and to emphasize special consideration.

5.12 If Crowbar Studios, Inc. fails to enforce any right available at the TOS, any additional agreement or any law for the time being in force, it shall neither imply that Crowbar Studios, Inc. waives the right nor deprive its entitlement to enforce such right subsequently.

5.13 Crowbar Studios, Inc. may assign any right arising from the TOS to any person or entity. The user agrees not to assign the right available at the TOS to any person or entity.

6. Governing Law, Jurisdiction and Service of Notice

6.1 All disputes arising from the TOS shall be resolved by an independent arbitration.

6.2 In case, the arbitration fails to resolve the dispute, the matter may be brought before the court having competent jurisdiction in Santa Barbara, California.

6.3 The user expressly agrees that the TOS shall be governed by the relevant laws for the time being in force in the County of Santa Barbara, in State of California, US.

6.4 The courts having competent jurisdiction in Santa Barbara, California shall have exclusive jurisdiction to hear the disputes arising from the TOS.

6.5 All the notices or correspondence required to be made hereby or by the relevant law for the time being in force shall be presumed to be delivered if sent to the official email of Crowbar Studios, Inc. or any authentic postage service.

6.6 In case the communication is made through postage service, the communication shall be presumed to be complete after five (5) business days of the posting.

7. Copyrights and Intellectual Property Rights:

7.1 Crowbar Studios, Inc. strictly adheres to non-infringement of copyrights, and believes it has not violated any rights belonging to any other party during the course of its business and provision of the Services. In case any person or entity has a proof of the infringement of the rights by Crowbar Studios, Inc., he/she/it shall serve the notice on us. We shall resolve the matter within fourteen (14) days of the receipt of such notice.

8. Intellectual Property Rights

8.1 All the material contained in Crowbar Studios, Inc., including, without limitation, the content, software, images, drawings and design, is the sole property of Crowbar Studios, Inc. and is protected by the copyright protection laws for the time being in force in the United States and by the relevant International Treaties. No user is allowed to copy, reproduce, distribute, reprint, host or use in any other manner without the written approval of Crowbar Studios, Inc.

8.2 In the event of infringement of our rights, we shall take strict legal action, and shall also claim compensation.

8.3 Crowbar Studios, Inc. reserves the rights not hereby claimed.

9. Indemnification:

9.1 The user hereby agrees to indemnify and hold Crowbar Studios, Inc., its directors, affiliates, agents, employees and staff harmless from any claim, legal action, demand or damages made by any third party arising out of or linking to the user's enjoyment of the Services, or violation of the TOS committed an act of omission or commission of the user or infringement of rights of third party arising out of any contract with such third party.

10. Disclaimer:

10.1 THE SERVICES AND MATERIAL OFFERED BY Crowbar Studios, Inc., INCLUDING, WITHOUT LIMITATION, THE TEXT, IMAGES, GRAPHICS, SOFTWARE, TOOLS AND BUSINESS STRATEGIES ARE MADE AVAILABE ON AN 'AS IS' BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY. TO THE EXTENT PERMITTED BY THE LAW FOR THE TIME BEING IN FORCE IN THE UNITED STATES, Crowbar Studios, Inc. DISCLAIMS, HEREBY, ALL REPRESENTATIONS AND WARRANTIES INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES THAT THE SERVICES HAVE NO VIRUS OR HAVE MERCHANTABILITY OR ARE CONTINUOUS OR ARE FIT FOR A PARTICULAR PURPOSE; Crowbar Studios, Inc. DOES NOT REPRESENT OR WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS OR ERRORLESSNESS OF THE SERVICES.

10.2 Force Majeure: Crowbar Studios, Inc. is a professional business entity and adheres to the commitments and promises it has made with the clients. There are events that may make Crowbar Studios, Inc. to unable to provide the Services such as an act of God, natural disaster, lock-outs, fire, floods, strikes, labor troubles, riots, war, insurrection or any cause beyond the reasonable control of Crowbar Studios, Inc.. In such situations, neither Crowbar Studios, Inc. nor the client shall be held liable for the breach of any provision of the TOS or delay of the Services. The Services may be suspended until the existence of such situations. In case, the

situation continues to exist for a continuous period of thirty (30) days, the TOS shall be terminated between the user who has paid to Crowbar Studios, Inc. for the Services and receives no part of the Services, and shall be entitled to claim refund.

10.3 Extent of Liability: Unless provided otherwise in the TOS or any other additional or separate agreement, the aggregate liability of Crowbar Studios, Inc. with respect to the Services for all claims shall not be in excess of the original price of the Services the user has paid to Crowbar Studios, Inc. for the job from which the dispute, claim or demand has arisen.

10.4 Crowbar Studios, Inc. hereby warrants that the Services do not violate the terms and conditions of any social media network including but not limited to Facebook, Instagram, YouTube and Twitter.

10.5 All errors and omissions excepted.

11. Severability:

11.1 In case, any provision of the TOS is found to be unenforceable, void or invalid in any given circumstances, it shall be severed from the TOS, and the remaining terms will be enforceable and valid without any effect.

12. Confidential Information:

12.1 Parties agree not to disclose the confidential information of each other without written permission of the concerned party unless required by competent governmental authorities. Such confidential information includes, without limitation, the business secrets and strategies and identifiable information of the clients.

13. Contact:

13.1 For all communication relating to the operation of the TOS, as well as support, sales, and billing, the following email addresses shall be used: info@crowbarstudios.com

13.2 For physical mailing of checks and other documents, the following address shall be used:

Crowbar Studios, Inc.
1187 Coast Village Rd. #294
Santa Barbara CA, 93108