

# **Conditions for The Creative Spirit Channel TV New Vendor/Talent Policy, Procedure, Terms and Conditions and Privacy Policy**

## **Purpose:**

To ensure a smooth and efficient process for new vendors working with our TV platform, this policy outlines the necessary steps and procedures for onboarding, communication, and operational guidelines.

## **Scope:**

This policy applies to all new vendors/talent who wish to provide content or services on our TV platform.

## **Policy:**

### **1. Vendor Selection and Approval:**

- All prospective vendors must submit an application form. Through [www.creativespiritchannel.com](http://www.creativespiritchannel.com)
- Vendors will undergo a vetting process, including a website check and a review of their previous and current work.
- Approved vendors will receive an official approval letter.

### **2. Onboarding Process:**

- New vendors will participate in an onboarding session, which includes an introduction to the platform, operational guidelines, and compliance requirements. Logos and commercials have to be submitted within 48 hours of approval.
- Vendors must sign a Vendor Agreement, which outlines the terms and conditions of the partnership.

### **3. Content Submission**

- Vendors must submit content proposals for review and approval before production begins.
- All content must adhere to our quality standards and content guidelines.
- All programs must be TVG or TVPG- NO R content
- Final content must be submitted at least two weeks before the scheduled air date.

- Talent must be aware that this is a CRAFTING/ARTIST/ARTISAN channel. Any discussion of politics, sexual content, or occult topics will not be accepted. Please make sure that you tailor your shows for crafting products and discussions.

#### **4. Communication:**

- Vendors will be assigned a dedicated account manager for all communications. They can write to the Creative Spirit channel located on the website page.
- Regular meetings will be scheduled to discuss progress, issues, and updates.
- Any urgent issues must be communicated immediately via group text that you much participate in.

#### **5. Technical Requirements:**

- Vendors must ensure all content meets the technical specifications provided in the Vendor Agreement. Active internet, know how to submit MP\$ video for uploads, a live stream platform, example: Streamyard, YouTube, Facebook live,
- Any technical issues must be reported to our technical support team immediately.

#### **6. Compliance and Standards:**

- All content must comply with legal and regulatory requirements, including copyright and intellectual property laws. (your original copies)
- Vendors must adhere to our ethical standards and avoid content that could be deemed offensive or inappropriate. NO X-Rated, NO TVR-rated content this is a family show.

#### **7. Payment and Invoicing:**

- Vendors must submit payments according to the schedule outlined in the Vendor Agreement on the website of The Creative Spirit.
- Any payment discrepancies must be reported immediately To Allison Martinez Our Office Manager.

#### **8. Performance Review:**

- Vendor performance will be reviewed quarterly.
- Feedback will be provided, and vendors must address any issues or areas for improvement.
- Consistently poor performance may result in termination of the Vendor Agreement.

## **Procedure:**

### **1. Application Submission:**

- Vendors submit the application form via the Creative Spirit Website.
- The vendor management team reviews applications and conducts content checks.
- Approved vendors receive an approval letter.

### **2. Onboarding:**

- Schedule an onboarding session. with Jeanette
- Provide vendors with the Vendor Agreement and guidelines.
- Vendors sign and return the Vendor Agreement.

### **3. Content Proposal and Approval:**

- Vendors submit content proposals through the vendor portal.
- The content review team evaluates proposals and provides feedback.
- Approved proposals proceed to production.

### **4. Content Submission:**

- Vendors upload final content to the vendor portal.
- The content review team checks for compliance with quality and technical standards.
- Approved content is scheduled for airing.

### **5. Communication:**

- Account managers schedule regular meetings with vendors.
- Urgent issues are communicated via emergency contact channels group text message

### **6. Compliance Monitoring:**

- The compliance team conducts regular checks on submitted content.
- Any compliance issues are reported and addressed immediately.

### **7. Payment Processing:**

- Vendors submit invoices through the vendor portal.
- Payments are made within The website

## 8. Performance Review:

- The vendor management team conducts quarterly reviews.
- Feedback is provided to vendors every quarter
- Action plans are developed for any performance issues.

This policy is effective as of July 15th, 2024, and will be reviewed annually.

## Terms and Conditions

### Agreement between User and [www.creativespirtchannel.com](http://www.creativespirtchannel.com)

Welcome to [www.creativespirtchannel.com](http://www.creativespirtchannel.com). The [www.creativespirtchannel.com](http://www.creativespirtchannel.com) website (the "Site") is comprised of various web pages operated by Bizy Eves Enterprise LLC ("Creative Spirit Channel"). [www.creativespirtchannel.com](http://www.creativespirtchannel.com) is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Your use of [www.creativespirtchannel.com](http://www.creativespirtchannel.com) constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

[www.creativespirtchannel.com](http://www.creativespirtchannel.com) is an E-Commerce Site.

Creative Spirit Channel is a website dedicated to small business crafters owners who will be considered talent and vendors on the channel. It is a 24-hour channel showcasing crafters' small businesses. Crafters are referred to as Talent and/or Vendor and they will contract with the Creative Spirit Channel to purchase air time for either commercials or 26-28 min show.

### Privacy

Your use of [www.creativespirtchannel.com](http://www.creativespirtchannel.com) is subject to Creative Spirit Channel's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### Electronic Communications

Visiting [www.creativespirtchannel.com](http://www.creativespirtchannel.com) or sending emails to Creative Spirit Channel constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### Your Account

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept

responsibility for all activities that occur under your account or password. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that Creative Spirit Channel is not responsible for third-party access to your account that results from theft or misappropriation of your account. Creative Spirit Channel and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

**Children Under Thirteen** Creative Spirit Channel does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use [www.creativespiritchannel.com](http://www.creativespiritchannel.com) only with the permission of a parent or guardian.

### **Cancellation/Refund Policy**

Talent and Vendors agree to a 6-month subscription with the first 30 days free. Payments may be made monthly or for the 6-month period. No refunds will be given; however, if a Talent needs to postpone an air date, management will work diligently to provide a new air date and time. After the 6-month period, Talent or Vendor may opt not to provide another segment or commercial to be aired and they will not be charged after that for a subscription period.

### **Links to Third Party Sites/Third Party Services**

[www.creativespiritchannel.com](http://www.creativespiritchannel.com) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Creative Spirit Channel and Creative Spirit Channel is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Creative Spirit Channel is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Creative Spirit Channel of the site or any association with its operators.

Certain services made available via [www.creativespiritchannel.com](http://www.creativespiritchannel.com) are delivered by third party sites and organizations. By using any product, service or functionality originating from the [www.creativespiritchannel.com](http://www.creativespiritchannel.com) domain, you hereby acknowledge and consent that Creative Spirit Channel may share such information and data with any third party with whom Creative Spirit Channel has a contractual relationship to provide the requested product, service or functionality on behalf of [www.creativespiritchannel.com](http://www.creativespiritchannel.com) users and customers.

### **No Unlawful or Prohibited Use/Intellectual Property**

You are granted a non-exclusive, non-transferable, revocable license to access and use [www.creativespiritchannel.com](http://www.creativespiritchannel.com) strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to Creative Spirit Channel that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or

attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of Creative Spirit Channel or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. Creative Spirit Channel content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of Creative Spirit Channel and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of Creative Spirit Channel or our licensors except as expressly authorized by these Terms.

### **Third Party Accounts**

You will be able to connect your Creative Spirit Channel account to third party accounts. By connecting your Creative Spirit Channel account to your third party account, you acknowledge and agree that you are consenting to the continuous release of information about you to others (in accordance with your privacy settings on those third party sites). If you do not want information about you to be shared in this manner, do not use this feature.

### **International Users**

The Service is controlled, operated and administered by Creative Spirit Channel from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Creative Spirit Channel Content accessed through [www.creativespirtchannel.com](http://www.creativespirtchannel.com) in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

### **Indemnification**

You agree to indemnify, defend and hold harmless Creative Spirit Channel, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Creative Spirit Channel reserves the right, at its

own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Creative Spirit Channel in asserting any available defenses.

### **Arbitration**

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regard to these Terms and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Creative Spirit Channel agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **Liability Disclaimer**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. BIZY EVES ENTERPRISE LLC AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

BIZY EVES ENTERPRISE LLC AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS,

SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. BIZY EVES ENTERPRISE LLC AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BIZY EVES ENTERPRISE LLC AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BIZY EVES ENTERPRISE LLC OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SITE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

THE CREATIVE SPIRIT CHANNEL DOES NOT GUARANTEE OR PROMISE ANY SPECIFIC SUCCESS TO ANY TALENT/VENDORS EITHER IN REVENUE OR VISIBILITY BY APPEARING ON THE CREATIVE SPIRIT CHANNEL.

**Termination/Access Restriction**

Creative Spirit Channel reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Texas in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists



between you and Creative Spirit Channel as a result of this agreement or use of the Site. Creative Spirit Channel's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Creative Spirit Channel's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Creative Spirit Channel with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Creative Spirit Channel with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Creative Spirit Channel with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Creative Spirit Channel reserves the right, in its sole discretion, to change the Terms under which [www.creativespirtchannel.com](http://www.creativespirtchannel.com) is offered. The most current version of the Terms will supersede all previous versions. Creative Spirit Channel encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Creative Spirit Channel welcomes your questions or comments regarding the Terms:

Bizy Eves Enterprise LLC  
2862 Burning Log St  
San Antonio, Texas 78247  
Email Address:  
[jendial@yahoo.com](mailto:jendial@yahoo.com)  
Telephone number: 210-219-6645

Effective as of July 15, 2024

## **Privacy Policy**

This Privacy Policy ("Policy") applies to 2862 Burning Log St, and Bizy Eves Enterprise LLC ("Company") and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to the Company include 2862 Burning Log St. The Company's website is an Informational, Entertainment and e-commerce site. By using the Company website, you consent to the data practices described in this statement.

### **Collection of your Personal Information**

In order to better provide you with products and services offered, the Company may collect personally identifiable information, such as your:

- First and last name
- Mailing address
- Email address
- Phone number

If you purchase the Company's products and services, we collect billing and credit card information. This information is used to complete the purchase transaction.

We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services. These may include: (a) registering for an account; (b) entering a sweepstakes or contest sponsored by us or one of our partners; (c) signing up for special offers from selected third parties; (d) sending us an email message; (e) submitting your credit card or other payment information when ordering and purchasing products and services. To wit, we will use your information for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future.

### **Use of your Personal Information**

The Company collects and uses your personal information in the following ways:

- to operate and deliver the services you have requested
- to provide you with information, products, or services that you request from us
- to provide you with notices about your account
- to carry out the Company's obligations and enforce our rights arising from any contracts entered between you and us, including for billing and collection
- to notify you about changes to our 2862 Burning Log St or any products or services we offer or provide through it
- in any other way we may describe when you provide the information
- for any other purpose with your consent.

The Company may also use your personally identifiable information to inform you of other products or services available from the Company and its affiliates.

## **Sharing Information with Third Parties**

The Company does not sell, rent, or lease its customer lists to third parties.

The Company may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to the Company, and they are required to maintain the confidentiality of your information.

The Company may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on the Company or the site; (b) protect and defend the rights or property of the Company; and/or (c) act under exigent circumstances to protect the personal safety of users of the Company, or the public.

## **Automatically Collected Information**

The Company may automatically collect information about your computer hardware and software. This information can include your IP address, browser type, domain names, access times, and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding the use of the Company's website.

## **Links**

This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

## **Right to Deletion**

Subject to certain exceptions set out below, on receipt of a verifiable request from you, we will:

- Delete your personal information from our records; and
- Direct any service providers to delete your personal information from their records.

Please note that we may not be able to comply with requests to delete your personal information if it is necessary to:

- Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, and provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;

- Debug to identify and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
- Comply with the California Electronic Communications Privacy Act;
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;
- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us;
- Comply with an existing legal obligation; or
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

### **Children Under Thirteen**

The Company does not knowingly collect personally identifiable information from children under the age of 13. If you are under the age of 13, you must ask your parent or guardian for permission to use this website.

### **Email Communications**

From time to time, the Company may contact you via email for the purpose of providing announcements, promotional offers, alerts, confirmations, surveys, and/or other general communication. In order to improve our services, we may receive a notification when you open an email from the Company or click on a link therein.

If you would like to stop receiving marketing or promotional communications via email from the Company, you may opt out of such communications by Clicking on the Unsubscribe Button.

### **Changes to This Statement**

The Company reserves the right to change this Policy from time to time. For example, when there are changes in our services, changes in our data protection practices, or changes in the law. When changes to this Policy are significant, we will inform you. You may receive a notice by sending an email to the primary email address specified in your account, by placing a prominent notice on our Bizy Eves Enterprise LLC, and/or by updating any privacy information. Your continued use of the website and/or services available after such modifications will constitute your: (a) acknowledgment of the modified Policy; and (b) agreement to abide and be bound by that Policy.

### **Contact Information**

The Company welcomes your questions or comments regarding this Policy. If you believe that the Company has not adhered to this Policy, please contact the Company at:

Bizy Eves Enterprise LLC  
Burning Log Street  
San Antonio, Texas 78247  
Email Address: support@creativespirtchannel.com  
Effective as of July 15, 2024

**Approved by:**

**Jennie Dial**, CEO  
**Jeanette Jordan**, Production Manager  
**Allison Martinez**, Office Manager

**VENDOR/TALENT ACKNOWLEDGEMENT AND SIGNATURE**

I have READ and AGREE to The Creative Spirit Channel Policies, Procedures, Terms and Conditions, and Privacy Policy.

Please Return the signed form to [creativespirtchannel@gmail.com](mailto:creativespirtchannel@gmail.com) once you have signed the form.

Name: \_\_\_\_\_

Date \_\_\_\_\_