



**By purchasing from Kuchy, you agree to the following terms and privacy policy. Kuchy reserves the right to change these terms. This TOS was last updated on 11/22/2021 at 12:22pm.**

These Terms and Policies applies to all Resources made and/or operated by KuchyDesigns.

### Terms of Service:

1. Payment & Refund Policy
  - a. Refunds are not allowed unless :
    - i. The product is not working as advertised
      1. This clause does not apply if the purchaser made unfacilitated changes to the resource or changes made by another developer who is not Kuchy.
    - ii. Kuchy denies service to fix issues regarding the resource
      1. This clause does not apply if
        - a. The purchaser broke other terms stated within this document.
        - b. The purchaser does not have access to the resource
  - b. Prices are non-negotiable and will not be altered to meet a purchaser's request
2. Copyright/Ownership
  - a. Purchasers are **NOT** allowed to remove Kuchy's branding information displayed in the site, code, or any files on the web server.
    - i. Additional payment is required if purchasers wish to remove Kuchy's branding information (\$35 Fee). Future service and support will not be provided if this information is removed without payment.
  - b. Any non-exclusive, including semi-exclusive, content made by Kuchy belongs to Kuchy unless told otherwise.
3. Redistribution Rights
  - a. Purchasers are **NOT** allowed to redistribute any resource they have purchased.
  - b. Purchasers are allowed to use any resource for website(s)/server(s) they directly own. Purchasers are **NOT** allowed to use any resource who are:
    - i. Giving any resource to a friend
    - ii. Acting as a co-owner
  - c. Purchasers caught leaking the resource/Individuals requesting a leak of the resource will have their access to the resource removed and banned from purchasing the resource permanently. Additionally, the purchaser/individual will be held in a scam report.
4. Engagement and Behavior
  - a. If Kuchy does not respond to the purchaser(s) within 7 days without prior notice to the purchaser of being inactive, the purchaser has the right the request a refund.
  - b. Kuchy has the right to deny service if the purchaser demonstrates inaccurate English or insufficient grammar/sentences that hinders Kuchy from understanding the purchaser's request.
  - c. If purchasers appreciate or dislike their service provided, purchaser have the right to leave a reputation message suited for their service.
  - d. Kuchy reserves the right to leave feedback messages of any kind when necessary.



- e. Purchasers are not allowed to “revenge rep” without valid proof of negative service.
- 5. Delays and Cancellations
  - a. Kuchy reserves the right to delay/cancel any fixes if deemed necessary.
- 6. Support
  - a. All support requests considered by the following factors will be free of charge
    - i. Bugs
    - ii. Responsive issues
    - iii. Content errors
    - iv. Mistakes in grammar, sentences, incorrect content, or other text-based information
  - b. Support will not be given to purchaser’s who broke any of the terms stated.
- 7. Responsibility
  - a. It is the purchaser’s responsibility to understand the terms stated.
  - b. It is the purchaser’s responsibility to keep track of time and delays given.
  - c. It is the purchaser’s responsibility to know Kuchy’s contact information. **THESE WILL NEVER CHANGE!**
    - i. Discord: Kuchy#9131
    - ii. Email: [kuchkuch200@gmail.com](mailto:kuchkuch200@gmail.com)
- 8. Fees and Additional Prices
  - a. Kuchy reserves the right to charge a fee and/or additional prices when necessary.
  - b. Kuchy reserves the right to deny service until all payment is met, including fees and additional prices.

### Privacy Policy:

- 1. Information Collected
  - a. The following information is collected and stored on a database:
    - i. User ID
    - ii. Download Version
    - iii. Download Time
    - iv. Unique download ID
    - v. Unique download hash
    - vi. Website URL
  - b. How is this Information used:
    - i. The information collected and stated in 1.a is used for verification of purchases and used for purchases to be eligible of receiving support.
  - c. Disclosure of Information:
    - i. The information collected is not disclosed to any third party users.
  - d. Final Details:
    - i. Requesting to disallow any information from being collected will deny the purchaser further access to the resource and the purchaser will no longer receive support for the resource.