

Terms and Conditions

Welcome to Makersfuel. These Terms and Conditions (the “Terms”) govern your access to and use of the Makersfuel platform (the “Service”) provided by Cogaid Solutions Pvt Ltd (“Cogaid”, “we” or “us”). By registering for an account or using the Service, you agree to be bound by these Terms and our Privacy Policy. If you do not agree to these Terms, you must not use Makersfuel.

Eligibility and Registration

Makersfuel is a global platform aimed at startup founders and entrepreneurs. You must be at least 18 years old (or the age of majority in your jurisdiction) to register. Registration is mandatory: you agree to provide accurate, current, and complete information when creating your account. You are responsible for maintaining the confidentiality of your account credentials and for all activity under your account.

Subscription payments are processed via Stripe. Stripe is supported in a limited number of countries (currently 46), so users in unsupported regions may not be able to purchase paid plans. Cogaid reserves the right to refuse access to the Service or suspend or delete your account if you violate these Terms or applicable law. You may terminate your account at any time by contacting us at hello@cogaid.tech; termination requests will be processed promptly.

User-Generated Content

Makersfuel allows you to submit content (e.g. task solutions, forum posts) and interact with other users in community features (clans, networking, discussion forums). You retain all ownership rights to the content you create and submit. By posting or uploading any content to Makersfuel, you grant Cogaid a non-exclusive, worldwide, royalty-free, perpetual license to use, reproduce, modify, distribute, and display that content as part of operating and promoting the Service. This license includes the right to use your username and submitted content in marketing or publicity materials, without additional compensation to you. Cogaid does not claim ownership of your user-generated content, but you acknowledge that we have broad permission to exercise these rights (for example, to display content on our site and app, to adapt content for different formats, and to archive or aggregate content). User content may be moderated or removed by our administrators if it violates these Terms or our community guidelines.

Acceptable Use Policy

All users must comply with this Acceptable Use Policy. You agree **not** to use Makersfuel to post, upload, or transmit any content that:

- **Illegal activities:** Encourages or promotes any unlawful conduct, including fraud, hacking, or other criminal activity.
- **Offensive or harmful content:** Is hateful, harassing, defamatory, obscene, violent, abusive, or otherwise likely to offend or harm others.
- **Intellectual property infringement:** Violates the intellectual property, privacy, or other legal rights of Cogaid or any third party.
- **Malware or security threats:** Contains viruses, malware, or code designed to disrupt, disable, damage, or interfere with any system or data.

Cogaid may remove or disable access to any content that, in our sole judgment, violates this policy or may harm others. Repeated violations may result in suspension or termination of your account. While using Makersfuel, you must also comply with all applicable laws and regulations.

Subscription Services

Makersfuel offers subscription-based services as follows:

- **Founders Club:** An annual subscription plan priced at USD \$299 per year. This plan provides access to advanced, structured startup tasks and premium features.
- **AI Employees:** A future service currently in beta; no charge applies while it is in waitlist/development.

All paid subscriptions automatically renew at the end of each term (1 year) unless cancelled in advance. By subscribing, you authorize us to charge your payment method for the initial term and each renewal term. You can cancel auto-renewal at any time by contacting support; cancellations become effective at the end of the current paid term (you will not be billed for the next year, but you retain access until the current term expires).

We may offer promotional discount codes from time to time. Only one promo code may be applied per subscription. Promotional discounts do not stack unless explicitly stated.

Refunds

If you are not satisfied with a subscription purchase, you may request a full refund by contacting support within **15 days** of the original charge. Refunds beyond this period are not available except as required by law. For example, under EU/UK consumer regulations, you have a 14-day “cooling-off” right on distance contracts, and your statutory rights will not be diminished by our refund policy. In accordance with applicable consumer protection laws, we will not attempt to exclude or limit rights that cannot be waived.

Automatic Renewal: Subscriptions auto-renew annually. We will notify you of upcoming renewals and any price changes at least 7 days before they take effect. Payment will be charged at the then-current rate unless you cancel.

Promotions: Promotional prices are valid only during the promotional period. After expiry or renewal, regular pricing applies unless another offer is used.

Business Model and Consumer Guarantees

Makersfuel's services are digital in nature (online courses, AI-powered tools, community platform). We comply with all relevant digital content and service regulations:

- **EU/UK:** Under the EU Digital Content Directive (2019/770) and the UK Consumer Rights Act, digital content must conform to its description, be of satisfactory quality, and fit for any particular purpose. Consumers in the EU and UK benefit from a minimum **2-year statutory guarantee** on digital content. If the service is faulty or not as described, Cogaid must repair or replace it. If we cannot do so within a reasonable time and without significant inconvenience, you may request a price reduction or termination of the contract. Notably, any attempt to exclude or reduce these minimum consumer rights is not permitted under law.
- **Brazil:** Under the Brazilian Consumer Protection Code, consumers have a **7-day right of withdrawal** (“direito de arrependimento”) from the date of purchase for online contracts. We will comply with this rule; you may cancel a subscription within 7 days of purchase for a full refund.
- **India:** These Terms and our service comply with Indian laws. Under the Indian Contract Act (Sections 73–74), damages for breach of contract are generally limited to losses that were foreseeable and directly caused by the breach. Liquidated damages (if any) must be a genuine pre-estimate of loss. We will honor any non-excludable statutory warranties under Indian consumer protection law.

Regardless of local law, Cogaid does not exclude liability for death or personal injury caused by our negligence, fraud, or any other liability which cannot be lawfully excluded. Our total liability for direct damages is limited to the total subscription fees paid by you in the 12 months preceding the claim. In no event will Cogaid be liable for any indirect, incidental, special, or consequential damages, even if advised of the possibility of such damages.

Privacy Policy

Our collection and use of personal information are governed by our **Privacy Policy** (available on the Makersfuel website). By using Makersfuel, you consent to the collection, use, and disclosure of your personal data as described in the Privacy Policy. We will process your data in accordance with applicable data protection laws and this policy.

Modification of Terms and Service Interruptions

Cogaid may update these Terms from time to time. We will provide at least **7 days’ notice** of any material changes before they become effective, by email and/or notification on the Service. Continued use of Makersfuel after the effective date will constitute acceptance of the new Terms.

We may occasionally suspend the Service for maintenance or upgrades. Except in emergencies, we will give at least **3 days' prior notice** of any planned interruption via email or platform notification. During downtime or interruptions beyond our control, we are not liable for any inconvenience or loss you suffer.

Acceptable Use (continued)

Misuse of the Service may result in immediate suspension or termination of your account. Examples of prohibited behavior include, but are not limited to: using bots or automated tools to scrape or spam the Service, distributing malware, engaging in hacking attempts, or attempting to bypass usage limits. You must not impersonate others, forge headers, or collect users' personal information without consent. We reserve the right to investigate suspected violations and to report any illegal activities to law enforcement.

Dispute Resolution

In the unlikely event of a dispute, we encourage you to contact us at hello@cogaid.tech so we can attempt to resolve the issue amicably. You agree to communicate with Cogaid in good faith and to allow 30 days for resolution of any complaint. There is no requirement for formal Alternative Dispute Resolution (ADR) under these Terms.

Any unresolved dispute or claim arising out of or related to these Terms will be governed by the laws of India. You and Cogaid hereby consent to the exclusive jurisdiction of the courts located in Howrah, West Bengal, India, to resolve any dispute arising under these Terms.

Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions shall remain in full force and effect. The invalidity of one provision shall not affect the validity of any other provision.

Entire Agreement

These Terms, together with the Privacy Policy and any other documents expressly incorporated herein, constitute the entire agreement between you and Cogaid regarding Makersfuel. They supersede all prior or contemporaneous agreements, proposals, or communications, whether written or oral, concerning the Service.

By using Makersfuel, you acknowledge that you have read, understood, and agree to be bound by these Terms and all referenced policies and guidelines.