Welcome to the Terms of Use of The Crafty Caterpillar, referred to as "Company," "we," or "us".

The following terms and conditions, along with any documents that they refer to (collectively known as "Terms of Use"), are responsible for regulating your access to and use of crafty-caterpillar.com. This includes any content, functionality, and services provided on or through crafty-caterpillar.com (known as the "Website"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start using the Website. **By using the Website or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference.** If you do not wish to be bound by these Terms of Use, including the agreements incorporated by reference herein, you must not access or use the Website.

**Eligibility and Age Requirement**

The Website is intended for users who are 18 years of age or older. By using the Website, you confirm that you are of legal age to enter into a binding contract with The Crafty Caterpillar.

If you are below 18 years of age (or the age of legal majority in your jurisdiction), accessing our Site is not allowed unless you have obtained permission from a parent or legal guardian who agrees to adhere to these Terms. As a parent or legal guardian of a user under 18 (or the age of legal majority), you assume full responsibility for the actions or omissions of the minor, including any violation of these Terms. If you are a user located outside the United States, you affirm and warrant that you are: (a) at least the minimum age required to lawfully enter into a contract in your jurisdiction, or (b) have received consent from a parent or legal guardian to utilize this Site. Irrespective of your jurisdiction, you further affirm that you possess the legal and mental capacity to consent to these Terms.

**Privacy Policy**

Your use of the Website is also governed by our Privacy Policy. We encourage you to review our Privacy Policy to understand how we collect, use, and safeguard your personal information.

**Use of Content and Resources**

We provide various resources on the Website, some of which may be accessed by providing your email address. When accessing these resources, you are granted a limited, non-transferable, non-exclusive, revocable license. You agree not to modify, reproduce, or distribute any content without our explicit permission.

We reserve the right to modify or withdraw this Website, along with any services or materials offered on it, without prior notice. We assume no liability if, for any reason, the Website or any portion thereof becomes temporarily or permanently inaccessible. Periodically, we may limit access to specific sections of the Website or the entire site, including access for registered users.

**Account Security**

If you create an account with us, you are responsible for maintaining the confidentiality of your account information. You agree to notify us immediately of any unauthorized access to your account.

**Intellectual Property**

All content on the Website, including text, graphics, logos, and software, is the property of The Crafty Caterpillar or its licensors and is protected by intellectual property laws. You may not use, modify, or distribute any content without our permission.

**Informational Purpose Only**

The information provided on the Website is for educational and informational purposes only. We strive for accuracy but do not guarantee the completeness or correctness of the information. You are responsible for verifying the information's accuracy and using it at your own risk.

**Personal Responsibility**

You acknowledge that any actions you take based on the information from the Website are your responsibility. We are not liable for any harm or damage resulting from your use or misuse of the information provided[.](http://provided.email/)

**Email and Other Electronic Communications**

Your visit to the Website or the act of sending emails to the Company constitutes electronic communications. By doing so, you provide consent to receive electronic communications, and you acknowledge that all agreements, notices, disclosures, and other communications delivered to you electronically, either via email or on the Website, fulfill any legal requirement for written communication.

We welcome communication through email, and various sections on this Website allow you to transmit electronic messages to the Company. It is important to note that any such email or electronic communication does not establish a business or contractual relationship. As outlined more comprehensively in our Privacy Policy, we undertake reasonable measures to maintain the confidentiality of communications. However, we cannot guarantee the absolute security of such communications and acknowledge that disclosure may be mandated under a court order.

For inquiries concerning privacy, kindly refer to our privacy policy.

**Communication Services**

The Website may include communication services, such as forums or comment sections. You agree to use these services responsibly and refrain from posting inappropriate or unlawful content. We reserve the right to moderate and remove content at our discretion.User SubmissionsAny materials you provide to the Website, including feedback or suggestions, remain your property. However, by submitting such materials, you grant us permission to use them in connection with the Website's operation.

**Third-Party Links**

The Website may contain links to third-party websites. We are not responsible for the content on these linked websites and do not endorse them. Your interaction with these linked sites is at your own risk.

**Use of Courses, Programs, Lessons and Templates**

The Company offers various courses, programs, lessons and/or templates for download and/or purchase on this Website. The Company provides you with a limited, personal, non-exclusive, non-transferable license to utilize our lesson plans and/or forms for your individual use. Unless otherwise stated, you explicitly acknowledge and consent that you do not possess the right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance, or exploit the lesson plans and/or forms in any way, except for necessary modifications while filling out the forms for your authorized use.

Upon ordering or downloading courses, programs, lessons, and/or templates, you agree that the courses, programs, lessons, and/or templates you acquire or download are intended for your personal or educational use and may not be sold or distributed without the express written consent of the Company.

**Terms and Conditions of Sale**

A. Certain Product Disclaimer

WARNING: CHOKING HAZARD – SMALL PARTS. NOT SUITABLE FOR CHILDREN UNDER 3 YEARS. YOU RECOGNIZE THAT THE PRODUCTS ARE NOT FORMULATED, PRODUCED, OR INTENDED FOR UTILIZATION BY CHILDREN UNDER THE AGE OF THREE (3) AND MAY INCLUDE SMALL COMPONENTS. IN CONJUNCTION WITH ALL OTHER RESTRICTIONS AND DISCLAIMERS IN THIS AGREEMENT, THE COMPANY SHALL NOT ASSUME RESPONSIBILITY TOWARDS YOU OR ANY THIRD PARTY, EITHER WHOLLY OR PARTIALLY, FOR ANY ASSERTIONS, LIABILITY, DAMAGES, LOSSES, OR COSTS ARISING FROM SUCH USAGE.

B. Pricing Policy

The items featured on the Site ("Products"), along with their descriptions and prices, are susceptible to alterations. The Company retains the prerogative to adjust, halt, or cease the sale of any Product at its discretion, with or without prior notice. Your acknowledgement extends to the understanding that the Company assumes no liability towards you or any third party for alterations, suspensions, or discontinuations of any Product.

C. Order Policy

Placing an order constitutes an offer to purchase, contingent upon our approval. The receipt of an order confirmation does not imply acceptance or confirmation of our offer to sell. We retain the authority to accept, reject, or cancel your order (either in full or in part) at any time subsequent to receiving your order, and this decision may be made for any reason.

D. Payment Terms

For each Product you order on the Website, you agree to pay the price applicable for the Product as of the time you submitted your order (“Product Price”), the delivery fees for the delivery service you select (“Delivery Fees”), and any applicable Taxes. If you order a subscription to a Product that auto-renews monthly or annually, then you agree to pay the applicable Product Price, Delivery Fees, and Taxes upon each auto-renewal date until you terminate your Subscription in accordance with the directions on the Website.

For each Service you book on the Website, including but not limited to in-person and/or online classes, workshops and events (“Service Price”), payment in full is due at the time of enrollment, and full payment secures your space. If you order a subscription to a Service that auto-renews monthly or annually, then you agree to pay the applicable “Service Price” and Taxes upon each auto-renewal date until you terminate your Subscription in accordance with the directions on the Website.

E. Shipping Policy

The dispatch of products will align with the chosen shipping method during the order placement. Any delivery timelines indicated by the Company are approximations. The Company holds the authority to conduct deliveries in multiple instalments. Upon shipment of your order, the Company will send you a notification via email. You can review your order and shipping details on your Account.

F. Cancellation Policy

If you subscribe to any of our ongoing products and/or services, you can cancel your subscription at any time. Your subscription will continue until the end of the existing period, and no further charges will be applied after cancellation.

If you encounter any challenges while attempting to self-cancel the subscription, kindly reach out to the Company for assistance at thecraftycaterpillarco@gmailcom. The cancellation will be deemed effective based on the timestamp of the email indicating a cancellation request. It's important to note that once a subscription has been charged, no refunds will be provided.

We do not provide makeup sessions or refunds for missed classes, regardless of prior notification of your absence. In the event of exceptional circumstances, we will evaluate each cancellation individually and address it on a case-by-case basis.

G. No Refunds

All sales are final, and we do not offer refunds for any purchases.

**No Warranties**

We do not provide warranties regarding the performance or operation of the Website. All information, content, and services are provided on an "as is" basis.

**​​Limitation of Liability**

You acknowledge and agree that the Company will not be held liable under any theory of liability, whether arising from contract, tort, negligence, strict liability, warranty, or any other basis, for any indirect, consequential, incidental, or special damages or for any lost profits[.](http://profits.you/)

For each Product you order and/or Service you book with the Company, you give your permission for you and/or your child to use The Crafty Caterpillar‘s Products and/or participate in its Services (including but not limited to classes, camps, workshops, and events). You release and hold The Crafty Caterpillar harmless from any and all liability that may arise in connection with the Products and Services. It's understood that the Company will not be held liable for any loss or injury occurring on the premises where the Services are conducted.

**Disputes**

You explicitly relinquish any present or future claims you may assert regarding this Website, the Company, any contracts with the Company, and all the products and services provided by the Company.

In the event that you seek to assert such a claim, you agree to pursue binding arbitration exclusively in the city or country of the Seller. Additionally, you explicitly forgo any entitlement to class arbitration and commit to engaging in arbitration solely for individual claims made by you and/or any affiliated entity against the Company. To the maximum extent permitted by law, you accept responsibility for all associated costs in initiating and administering the arbitration process.

**Indemnification**

You agree to indemnify, defend, and shield the Company, its officers, directors, employees, agents, and third parties against any losses, costs, liabilities, and expenses (including reasonable attorneys’ fees) arising from or related to your use of or inability to use the Website or services. This includes any user postings made by you, your violation of any terms outlined in this Agreement, your infringement of any rights of a third party, or your breach of any applicable laws, rules, or regulations. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. In such cases, you agree to fully cooperate with the Company in asserting any available defenses.

**Termination and Access Restriction**

The Crafty Caterpillar reserves the right to suspend, terminate, conclude, or delete your account for any reason, without reason, and with or without prior notice to you.

**Relationship**

This Agreement or use of the Website does not imply an agency or employment relationship between you and the Company. Furthermore, it does not establish an affiliation, endorsement, or sponsorship of you by the Company, and vice versa.

**Entire Agreement**

Except as explicitly stated otherwise, this agreement, inclusive of the Privacy Policy, constitutes the entire understanding between the user and the Company regarding the Website. It overrides all prior or contemporaneous communications and proposals, whether transmitted electronically, orally, or in writing, between the user and the Company concerning the Website.

**Changes to Terms**

By using the Website, you agree to these terms and conditions. We reserve the right to modify or update these Terms of Use at any time, so please check this page regularly for changes. If you have any questions or concerns, feel free to contact us.

**Contact Us**

If you have questions or comments about this Terms of Use, please contact us at thecraftycaterpillarco@gmail.com