

# Terms & Conditions Template

By Using [www.creativehometherapy.com](http://www.creativehometherapy.com), YOU ARE CONSENTING TO OUR TERMS AND CONDITIONS AS OUTLINED BELOW.

To also review our privacy policy, please click here: <https://creativehometherapy.com/wp-content/uploads/2020/11/creative-home-therapy-privacy-policy.pdf>

## Terms

By accessing this website, you are agreeing to be bound by these website Terms and Conditions of Use, all applicable laws, and regulations, and agree that you are responsible for compliance with any applicable local laws. **If you do not agree with any of these terms, you are prohibited from using or accessing this site.** The materials contained in this website are protected by applicable copyright and trademark law.

## Use License

Permission is granted to temporarily download one copy of the materials (information or software) on Creative Home Therapy's website for personal, non-commercial transitory viewing only.

This is the grant of a license, not a transfer of title, and under this license, you may not:

- use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
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- remove any copyright or other proprietary notations from the materials; or
- transfer the materials to another person.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by Creative Home Therapy at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

To access or use the Site, you must be 18 years of age or older and have the requisite power and authority to enter into these Terms and Conditions. Children under the age of 18 are prohibited from using the Site.

Information provided on the Site and in the Service related to membership sites and other information are subject to change. Creative Home Therapy makes no representation or warranty that the information provided, regardless of its source (the "Content"), is accurate, complete, reliable, current, or error-free.

## Revisions and Errors

The materials appearing on Creative Home Therapy's website could include technical, typographical, or photographic errors. Creative Home Therapy does not warrant that any of the materials on its website are accurate, complete, or current. Creative Home Therapy may make changes to the materials contained on its website at any time without notice. Creative Home Therapy does not, however, make any commitment to update the materials.

## Site Terms of Use Modifications

Creative Home Therapy may revise these terms of use for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

## Governing Law

Any claim relating to Creative Home Therapy's website shall be governed by the laws of the State of Kansas without regard to its conflict of law provisions.

**Mandatory Arbitration.** Any dispute or controversy arising out of or relating to any interpretation, construction, performance, termination or breach of these Terms & Conditions, will be settled by final and binding arbitration by a single arbitrator to be held in Shawnee, Kansas, in accordance with the American Arbitration Association national rules for resolution of employment disputes then in effect, except as provided herein. The arbitrator selected shall have the authority to grant any party all remedies otherwise available by law, including injunctions, but shall not have the power to grant any remedy that would not be available in a state or federal court. The arbitrator shall have the authority to hear and rule on dispositive motions (such as motions for summary adjudication or summary judgment). The arbitrator shall have the powers granted by Kansas law and the rules of the American Arbitration Association which conducts the arbitration, except as modified or limited herein.

## Account Creation

In order to use the services and/or products offered on the website, you will be required to provide information about yourself including your name, email address, username and password, and other personal information.

You agree that any registration information you give to us will always be accurate, correct, and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the service or product, violate any laws in your jurisdiction.

## Lawful Purposes

You may use the Site, Service, and/or products for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site.

You agree to use the Site and to purchase services or products through the Site for legitimate, non-commercial purposes only.

You shall not post or transmit through the Site or social media groups managed by site or Creative Home Therapy any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libelous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

## Refusal of Services/Products

The Services and/or products are offered subject to our acceptance of your order or requests. We reserve the right to refuse service to any order, person or entity, without the obligation to assign a reason for doing so. No order is deemed accepted by us until payment has been processed. We may at any time change or discontinue any aspect or feature of the Site, Product or Service, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment.

## Duration of Agreement

Once confirmed, we will provide you access to the purchased Service or product. You agree and understand that access to the Service/product may at times be influenced and affected by third parties that we use to provide the Service (web hosting, membership site plugins, etc.). You agree and understand that no breach of contract action may be initiated against Creative Home Therapy when there are reasonable delays in the access of the Service or product.

Creative Home Therapy reserves the right to terminate the Service or product, and or access to certain features of the Service or product, with or without prior notice to you. We will make reasonable efforts to provide notice but is not required to do so under the terms of this agreement.

Lifetime Access is for the lifetime of the Service or product. If for any reason, Creative Home Therapy should dissolve or cease to exist, then your access to the Service or product terminates.

## Cancellations & Refunds

We offer a no money back guarantee should you be unhappy with the Service or product. To request a refund please contact support at [Creativehomtherapy@gmail.com](mailto:Creativehomtherapy@gmail.com).

You may also cancel your annual subscription at any time via your account page, but due to the nature of the Service or product no refunds will be made for any membership fees already paid, as stated above.

Once you cancel you will no longer have access to the Service or product, including all content and community resources, once your current membership period is completed.

The cancellation only applies to your first subscription and cannot be used more than once.

It is entirely your responsibility to ensure that you cancel your account in good time should you no longer require the Service and do not wish to be billed further.

## Changed Terms

We may at any time amend these Terms and Conditions. Such amendments are effective immediately upon notice to you by us posting the new Terms and Conditions on this Site.

Any use of the Site or Service by you after being notified means you accept these amendments.

We reserve the right to update any portion of our Site and Service, including these Terms and Conditions, at any time. We will post the most recent versions to the Site and list the effective dates on the pages of our Terms and Conditions.

## Waiver

No waiver of any of the provisions of this Agreement by Creative Home Therapy shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by Creative Home Therapy.

## Severability

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

