

# **CRAFTS FOR CHARITY INC**

## **TERMS OF USE**

*Last updated February, 2022*

This Terms of Use Agreement ("Terms of Use") constitutes a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Crafts For Charity Inc ("Company," "we," "us," or "our"), concerning your access to and use of the <https://craftsforcharity.com> website as well as any other Company media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "Site"). If you are agreeing to these Terms of Use on behalf of an entity, you represent and warrant to us that you have the authority to bind such entity to these Terms of Use. You agree that by agreeing to these Terms of Use or otherwise accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use.

Please read these Terms of Use carefully before, as they (among other things) provide in the "Dispute Resolution" section below that you and the Company will arbitrate certain claims instead of going to court and that you will not bring class action claims against the Company. If you do not agree with all of these Terms of Use, then you are expressly prohibited from using the site and you must discontinue immediately.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. The Company may make modifications, deletions and/or additions to these Terms of Use ("Changes") at any time. Changes will be effective:

1. Thirty (30) days after the Company provides notice of the Changes, whether such notice is provided through the Site user interface, is sent to the e-mail address associated with your account or otherwise; or
2. When you opt-in or otherwise expressly agree to the Changes or a version of these Terms of Use incorporating the Changes, whichever comes first.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are

solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA), etc.), so if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

The Site is intended for users who are at least 13 years of age. All users who are minors in the jurisdiction in which they reside (generally under the age of 18) must have the permission of, and be directly supervised by, their parent or guardian to use the Site. If you are a minor (under 13), you must have your parent or guardian read and agree to these Terms of Use on your behalf prior to you using the Site.

## **INTELLECTUAL PROPERTY RIGHTS**

As between you and the Company, the Company owns all worldwide right, title and interest, including all intellectual property and other proprietary rights, in and to the Site and all usage and other data generated or collected in connection with the use thereof (the "Company Materials"). Except for as expressly set forth herein, you agree not to license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, or otherwise make any unauthorized use of the Company Materials. You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, algorithm or programs underlying the Company Materials. The Company reserves the right to modify or discontinue the Site or any version(s) thereof at any time in its sole discretion, with or without notice. Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Company Materials.

## **USER REPRESENTATIONS**

You represent and warrant that:

1. You have the legal capacity and you agree to comply with these Terms of Use;
2. You are not under the age of 13;

3. You are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site;
4. You will not access the Site through automated or non-human means, whether through a bot, script, or otherwise;
5. You will not use the Site for any illegal or unauthorized purpose;
6. Your use of the Site will not violate any applicable law or regulation, third party rights or our community guidelines and other policies; and
7. You will not rejoin or attempt to use the Site if the Company has banned or suspended you. Any illegal activities undertaken in connection with the Site may be referred to the authorities.

## **PROHIBITED ACTIVITIES**

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

1. Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
2. Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
3. Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
4. Use any information obtained from the Site in order to harass, abuse, or harm another person.
5. Make improper use of our support services or submit false reports of abuse or misconduct.
6. Use the Site in a manner inconsistent with any applicable laws or regulations.
7. Engage in unauthorized framing of or linking to the Site.

8. Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
9. Delete the copyright or other proprietary rights notice from any Content.
10. Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
11. Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
12. Harass, annoy, intimidate, or threaten any of our volunteers or agents engaged in providing any portion of the Site to you.
13. Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
14. Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
15. Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
16. Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
17. Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content for any revenue-generating endeavor or commercial enterprise.

## **USER GENERATED CONTRIBUTIONS**

The Site may invite you and other users to chat, upload, post and share content ("Contributions"). Contributions may be viewable by other users of the Site and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. You acknowledge that all posted Contributions are stored on and made available through the Site by the Company's servers and not on your device. You understand that all Contributions are provided to you through the Site only on an "as-available" basis and the Company does not guarantee that the availability of Contributions will be uninterrupted or bug free. You agree you are responsible for all of your Contributions and all activities that occur in connection with your use of the Site.

You hereby grant the Company a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, sublicenseable and transferable license to use, reproduce, display, transmit and prepare derivative works of your Contributions, and to additionally distribute and publicly perform your Contributions in connection with the Site and the Company's (and its successor's) business, in any media formats and through any media channels. The Company agrees not to display your Contributions in any advertising materials without your consent, other than the display of Contributions on web sites owned or controlled by the Company. You also hereby grant to each user of the Site a non-exclusive license to access, view and/or download your Contributions as permitted by the functionality of the Site and these Terms of Use.

When you create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.

4. Your Contributions are not false, inaccurate, or misleading.
5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, pornographic, filthy, violent, threatening, harassing, libelous, defamatory, slanderous, racially or ethnically offensive and do not encourage conduct that would be considered a criminal offense, violate any law or is otherwise inappropriate or otherwise objectionable (as determined by us in our sole discretion).
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
12. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
13. Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

The Company may investigate an allegation that any Contributions do not conform to these Terms of Use and may determine in good faith and in its sole discretion whether to remove such Contributions, which it reserves the right to do at any time. If you are a copyright holder and believe in good faith that your content has been made available through the Site without your authorization, you may follow the process outlined at [LINK] to notify the Company's designated agent (pursuant to 17 U.S.C. § 512(c)) and request that the Company remove such content.

You hereby acknowledge that you may be exposed to Contributions from other users that is inaccurate, offensive, obscene, indecent, or objectionable when using the Site, and further acknowledge that the Company does not control the

Contributions posted by Site users and does not have any obligation to monitor such Contributions for any purpose.

## **SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. You hereby assign to us your entire right, title and interest in your Submissions, including all intellectual property rights, and Company shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions.

## **THIRD-PARTY WEBSITE AND CONTENT**

The Site may contain (or you may be sent via the Site) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any applications you use or install from the Site. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of

such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## **SITE MANAGEMENT**

We reserve the right, but not the obligation, to:

1. Monitor the Site for violations of these Terms of Use;
2. Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities;
3. In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
4. In our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
5. Otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

## **PRIVACY POLICY**

We care about data privacy and security. Please review our Privacy Policy: [https://craftsforcharity.com/legal/documents/privacy\\_policy.pdf](https://craftsforcharity.com/legal/documents/privacy_policy.pdf), which describes the collection, use and disclosure of data and information by the Company in connection with the Site. By using the Site, you agree to be bound by our Privacy Policy as may be updated by the Company from time to time in accordance with its terms, which is incorporated into these Terms of Use and you agree to the collection, use and disclose practices set forth therein. Please be advised the Site is hosted in the United States. If you access the Site from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Site, you are transferring your data to the United States, and you agree to have your data transferred to and processed in the United States. Further, we do not knowingly accept, request, or solicit information from children or knowingly market to children. Therefore, in accordance with the U.S. Children's Online Privacy Protection Act, if we receive actual knowledge that anyone under the



age of 13 has provided personal information to us without the requisite and verifiable parental consent, we will delete that information from the Site as quickly as is reasonably practical.

## **TERM AND TERMINATION**

These Terms of Use shall remain in full force and effect while you use the Site. Without limiting any other provision of these terms of use, we reserve the right to, in our sole discretion and without notice or liability, terminate these terms of use, deny access to and use of the site, to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulation, at any time, with or without notice. We may terminate your use or participation in the site or delete any content or information that you posted at any time, without warning, in our sole discretion. You agree that the company shall not be liable to you or any third-party for any such termination. The following sections will survive any termination of these terms of use: intellectual property rights, prohibited activities, user-generated contributions, submissions, third-party website and content, privacy policy, term and termination, governing law, dispute resolution, disclaimer, limitations of liability, indemnification, electronic communications, transactions, and signatures and miscellaneous.

If circumstance requires us to deny your ability to access to this Site for any reason, you are prohibited from visiting from another device, use a fake or borrowed name on any applications, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **MODIFICATIONS AND INTERRUPTIONS**

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Site. We also reserve the right to modify or discontinue all or part of the Site without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. We reserve the right to

change, revise, update, suspend, discontinue, or otherwise modify the Site at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site. Nothing in these Terms of Use will be construed to obligate us to maintain and support the Site or to supply any corrections, updates, or releases in connection therewith.

## **GOVERNING LAW**

These Terms of Use and your use of the Site are governed by and construed in accordance with the laws of the State of Maryland applicable to agreements made and to be entirely performed within the State of Maryland, without regard to its conflict of law principles. You agree that any action at law or in equity arising out of or relating to these Terms of Service or the Site that is not subject to arbitration under the Dispute Resolution Section shall be filed only in the state or federal courts in Maryland (or a small claims court of competent jurisdiction) and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

## **DISPUTE RESOLUTION**

**Agreement to Arbitrate.** This "Dispute Resolution" Section is referred to herein as the "Arbitration Agreement." The parties agree that any and all controversies, claims, or disputes between you and Company arising out of, relating to, or resulting from these Terms of Use, shall be subject to binding arbitration pursuant to the terms and conditions of this Arbitration Agreement, and not any court action (other than a small claims court action to the extent the claim qualifies). The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

**Class Action Waiver.** The parties agree that each party may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both parties agree otherwise, the arbitrator may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. Also, the arbitrator may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s).

**Procedures.** Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures (the "AAA Rules"), as modified by this Arbitration Agreement. If there is any inconsistency between the AAA Rules and this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Use as a court would, including without limitation, the limitation of liability provisions below. You may visit <http://www.adr.org> for information on the AAA and <http://www.adr.org/fileacase> for information on how to file a claim against the Company.

**Venue.** The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or Company may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on each party, but subject to the arbitrator's discretion to require an in-person hearing if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by either or both parties unless the arbitrator requires otherwise.

**Governing Law.** The arbitrator will decide the substance of all claims in accordance with the laws of the state of Maryland, without regard to its conflicts of laws rules, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Site users, but is bound by rulings in prior arbitrations involving you to the extent required by applicable law.

**Costs of Arbitration.** Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA's Rules. Each party will be responsible for all other fees it incurs in connection with the arbitration, including without limitation, all attorney fees.

**Confidentiality.** All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

**Severability.** If a court decides that any term or provision of this Arbitration Agreement other than the Class Action Waiver is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court decides that any of the provisions of the Class

Action Waiver are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of Terms of Use continue to apply.

## **CORRECTIONS**

There may be information on the Site that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Site at any time, without prior notice.

## **DISCLAIMER**

The site is provided on an as-is and as-available basis. You agree that your use of the site and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the site and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We make no warranties or representations about the accuracy or completeness of the site's content or the content of any websites linked to the site and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the site, (3) any unauthorized access to or use of our secure servers and/or any and all personal information, (4) any interruption or cessation of transmission to or from the site, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the site by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the site. We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the site, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. As with the purchase of a product or service through any medium or in any environment, you should use your best judgment and exercise caution where appropriate.

## **LIMITATIONS OF LIABILITY**

Under no circumstances, including, but not limited to, negligence, shall the Company or its affiliates, contractors, employees, officers, directors, agents, or third party partners, licensors or service providers, be liable to you for any special, indirect, incidental, consequential, or exemplary damages that arise out of or relate to the site, including your use thereof, or any other interactions with the company, even if the company or an authorized representative has been advised of the possibility of such damages. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you, in which case the company's liability will be limited to the extent permitted by law. In no event shall the total liability of Company or its affiliates, contractors, employees, officers, directors, agents, or third party partners, licensors or service providers to you for all damages, losses, and causes of action arising out of or relating to this agreement or your use of the service exceed one hundred U.S. Dollars.

## **INDEMNIFICATION**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and volunteers, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, due to or arising out of:

1. Your Contributions;
2. Use of the Site;
3. Breach of these Terms of Use;
4. Any breach of your representations and warranties set forth in these Terms of Use;
5. Your violation of the rights of a third party, including but not limited to intellectual property rights; or
6. Any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **USER DATA**

We will maintain certain data that you transmit to the Site for the purpose of managing the performance of the Site, as well as data relating to your use of the Site. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Site. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES**

Visiting the Site, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the site. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **MISCELLANEOUS**

These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us and shall not be modified except in a writing, signed by both parties, or by a change to these Terms of Use made by the Company as set forth herein. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but we may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or

part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

## **DMCA POLICY**

Please refer to [DMCA Policy](#).

## **CONTACT US**

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us via email at [info@craftsforcharity.com](mailto:info@craftsforcharity.com).