

The following Terms and Conditions are effective as of 03-22-2021.

## **Website owner, the offering, and binding of Terms**

*This website is owned and operated by Weft School Ltd. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors:*

*a detailed machine + kit rental page and rental inquiry form for local service fulfillment only (Cincinnati, OH 45206)  
membership options (billed as recurring monthly payments) for beginning and advanced textile + apparel crafters  
A blog detailing sustainable and responsible apparel + textile crafting and related issues*

*By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.*

## **Requirements to create an account**

*In order to use our website and/or receive our services, you must be at least 13 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.*

## **Key commercial Terms**

*When buying an item, you agree that: (i) you are responsible for reading the full item listing before making a commitment to buy it: (ii) you enter into a legally binding contract to purchase an item*

*when you commit to buy an item and you complete the check-out payment process.*

*The prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.*

*The fee for the membership services and any other charges you may incur in connection with your use of the membership services, such as taxes and possible transaction fees, will be charged on a monthly basis to your payment method.*

## **Shipping and Fulfillment of purchase products and/or services**

*Machine and Kit Rental: Orders for kit or machine rental is only fulfilled locally at this time. Weft School Ltd can provide a delivery service appointment(an additional fee may apply) to clients within a 25-mile radius of Woodburn, Cincinnati, OH 45206. Clients are welcome to schedule a pick-up appointment at a retail partner location (please contact for details). Clients will receive a reminder 48-hours in advance of their scheduled appointment. The rental agreement(s), damage release waiver, and rental payment(s) are processed in-person only. Rental is not permitted if a client does not agree to sign the damage release waiver and rental agreement.*

*Tangible product purchase: Orders for purchase of tangible products will be processed and sent for shipping in 5-7 business days, as we have limited staff at this time. Shipping fees are based on the approximate package weight/dimensions and distance to shipping destination.*

*Membership service purchase: The beginning of the recurring monthly payment cycle and access to member's only content is granted immediately upon payment. The recurring monthly payment may be charged up to 1 week in advance of the renewal date to ensure a seamless service experience.*

## **Cancellation, Return and refund policy**

*Cancellation/Rescheduling of Rental Service Appointment: to cancel or reschedule the delivery/pick-up appointment for a rental item, please contact us at least 24-hours in advance. We will do our best to accommodate rescheduling on short (less than 24 hour notice). Cancellations less than 24-hours prior to the appointment will incur up to a \$25 fee. No-call/No-show cancellations will incur up to a \$50 fee.*

*Order cancellation for tangible products: to cancel an order, please contact us within 24 hours of the order placement. Include your order number in the correspondence. Orders containing customized products or printed fabric yardage that have been processed (for which you will receive notification) cannot be cancelled/refunded. Orders cancelled more than 48 hours after placement will incur a 15% restocking fee.*

*Returns: for any undamaged product, simply return it with its included accessories and packaging along with the original receipt (or gift receipt) within 14 days of the date you receive the product, and we will exchange it or offer a refund based upon the original payment method, minus a 15% restocking fee. In addition, please note the following: (i) **Products can be returned only to the provided return address via USPS**; (ii) the following products are not eligible for return: printed fabric yardage, and customized products; (iii) customers are responsible for paying return shipping; and (iv) Weft School Ltd is not responsible for return packages lost in transit (parcel tracking is recommended).*

*Return Address:*

ATTN Weft School Ltd  
2721 Woodburn Ave Apt 1  
Cincinnati, OH 45206

## **Membership Services Cancellation Policy**

*In the event you need to cancel your membership, you can do so on your account page or by contacting us and requesting a cancellation of your membership. Your membership will expire at the end of the last paid month. There are no refunds offered on cancelled memberships unless the membership is cancelled within 48 hours of purchase and there is no indication of substantial service usage.*

## **Retention of right to change offering**

*We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.*

## **Provider responsibility for services and products**

*Rental Service: When we receive a \*valid defect claim for a product rental purchased from us, we will either repair the relevant defect or provide a replacement rental product, and adjust the time of the rental to ensure the customer receives the full rental period paid for. If we are unable to repair or replace the product within a reasonable time, the customer will be entitled to a pro-rated refund (calculated by 24-hour increments) upon the prompt return of the product to us.*

*\*a valid defect claim is considered a defect/damage to a machine or kit that was not caused by the customer. This includes a machine or kit that arrives damaged; or a machine or kit that*

*becomes defective during the course of use and by no fault of the customer (including the customer's assumed responsibilities) as outlined in the Rental Agreement.*

*Tangible Products: When we receive a \*valid defect claim for a product purchased from us, we will provide a replacement product. If we are unable to repair or replace the product within a reasonable time, the customer will be entitled to a full refund upon the prompt return of the product to us. We will provide a label for the return shipping upon receiving proof of a valid defect.*

*\*a valid defect claim is considered a defect/damage to a tangible product, rendering the product unfit for use, that was not caused by the customer.*

## **Ownership of intellectual property, copyrights and logos**

*The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Weft School Ltd. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.*

*You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or*

*received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.*

## **Right to suspend or cancel user account**

*We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment*

## **Indemnification**

*You agree to indemnify and hold Weft School Ltd harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.*

## **Limitation of liability**

*To the maximum extent permitted by applicable law, in no event shall Weft School Ltd, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.*

*To the maximum extent permitted by applicable law, Weft School Ltd assumes no liability or responsibility for any (i) errors,*

*mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.*

## **Right to change and modify Terms**

*We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these page periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.*

## **Promotional emails and content**

*You agree to receive from time to time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time at [hello@weftschoolltd.com](mailto:hello@weftschoolltd.com) or 513-540-1971.*

## **Preference of law and dispute resolution**

*These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the state of Ohio, USA, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being*

*decided exclusively by a court of competent jurisdiction located in Hamilton County. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.*

### **Customer support details & contact info**

*If you have any questions regarding these Terms and Conditions, or have any other need to contact us for customer support, you can reach us via the provided email address or phone number. Barring extreme circumstances, we will return your call or email as promptly as possible, within 1-2 business days.*

Email: [hello@weftschoolltd.com](mailto:hello@weftschoolltd.com)

Phone: 513-540-1971