

SOUL SPARKLETTES ART TERMS & CONDITIONS

1. Term Acceptance

Welcome to the Soul Sparklettes Art Website. The following terms and conditions govern your access to and use of www.soulsparklettes.com, including any content, functionality, and services offered on or through <https://www.soulsparklettes.com> and any mobile, tablet, or membership portal that interfaces with this website, whether as a guest or a registered user.

By accessing, downloading, or using our products and services which include The Glitter Bomb® and the Glitterbombers or Glitterbombers HIGH Membership, whether an art project, freebie, or another resource, you agree to be bound by the Terms of Use, which you acknowledge that you have read and understood.

We reserve the right, at our sole discretion, to change, modify, or otherwise alter the Terms of Use at any time, as well as the contents of this website, the Glitterbombers Membership, and any courses offered through Soul Sparklettes Art. Please ensure that you review the Terms of Use on a regular basis to keep yourself informed of any changes. Any changes made are considered immediate. Your continued use of the Website following the posting of revised Terms of Use will constitute your acceptance of and agreement to such changes. Any information with a date is current at publication, and may or may not be updated or amended.

2. Subscription, Membership, & License

Soul Sparklettes Art offers an auto-renewing subscription to individuals, schools, art studios, co-ops, and other institutions to access The Glitter Bomb®. By purchasing a subscription you agree to abide by all of the Terms and Conditions herein and any other terms provided at the time of purchase with respect to such subscription.

You also agree that you are not using the website, content, subscription or any portion of The Glitter Bomb® as a competitor, to become a competitor, or for a reason that is not acting in the best interest of Soul Sparklettes Art.

All individual user subscriptions last for the time period selected at the time of purchase, and automatically renew for additional terms of the same length (either monthly, semi-annually, or annually) unless terminated in your user account settings or through our support team prior to the expiration of the current term. We reserve the right to terminate, disable access to, or refuse to renew your individual user subscription at any time upon your breach of these Terms of Use or for any reason. Automatic renewal does not apply to those joining through a school, charter, co-op, or other institution.

3. Accessing the Website/Membership Portal and Account Security

We reserve the right to withdraw or amend this website and all materials herein, content or service or material we provide through our subscription or product The Glitter Bomb® at our sole discretion without notice.

For those who have a subscription, your username and password are specific to you, and you agree to keep it confidential and not allow others to access the membership portal using your login credentials. You agree to notify us immediately of any unauthorized access to or use of your user name or password, and to change your password immediately. Please ensure that you are careful when using public or shared computers. Other members of a single household or teaching assistants may use your username and password, as needed.

We have the right to disable any user account if, in our opinion, you have violated any provision of the Terms of Use.

4. Prices and Payment Terms

All prices, discounts, and promotions posted on our website or any websites, and member portals run by Soul Sparklettes Art are subject to change without notice affecting new orders or subscriptions only. You represent and warrant that all payment information that you provide is accurate and that you have the right to make such payment. All payments for the products and/or services on the Website are in United States Dollars (USD).

We provide access to our products and services through an auto-renewing subscription. As a user who subscribes to a subscription service, you understand that services are provided on a continuous basis and your subscription will be automatically renewed. You also give us permission to automatically charge your account based on the subscription program you selected unless you have enrolled as a charter, school, co-op, or other institution.

The pricing that you receive as a subscription member does not change or increase, so long as you are a current member in good standing. Cancellations and rejoiners may be subject to different pricing.

5. Refunds Policy

All sales are final for any individual bundles of The Glitter Bomb® and individual lessons coming from The Glitter Bomb® because of the nature of the digital product.

Those joining the Glitterbombers or Glitterbombers HIGH Membership subscription will have a 24 hour period of no questions asked to receive a full refund if they are not 100% satisfied with their purchase.

Members may cancel their subscription at any time on their own via PayPal or by contacting our support team if paying with a credit card or another method. There are no refunds given for partially-used month, semi-annual, or year-long subscriptions.

6. Intellectual Property Rights

This website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Soul Sparklettes Art or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

The Terms of Use permit you to use content from this website or The Glitter Bomb® for personal use in a household, co-op, charter school, public elementary or middle school, private school, for homeschool pods, art studios, museum art education, and other similar venues. Material on this website or available through your subscription may not for resale or redistribution. If sharing on social media or in another location online, or in person, please give credit to Soul Sparklettes Art. If you have questions about if it is okay to use our content in a specific situation, please reach out to support@soulsparklettes.com.

You must not:

- Modify copies of any materials from the website or The Glitter Bomb®. You may not claim any resources as your own, sell modified resource versions, or present resources publicly as your own ideas.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site or found in your subscription.

You may:

- Use the content including sample pictures in your classroom, art room, to promote summer camps or other after school art programs, or to promote classes for your art studio.

- Use the content to teach in a group setting which involves others that are not subscription owners.
- Create videos of the lessons for use in your own unique teaching situation.

No right, title or interest in or to this Website or its content, or in the membership portal is transferred to you, and all rights not expressly granted are reserved by Soul Sparklettes Art. Any use of this website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws. Any infringement on the intellectual property rights of Soul Sparklettes Art may subject you to civil and criminal penalties.

7. Trademarks

The Glitter Bomb® and Soul Sparklettes Art® are registered trademarks belonging to Soul Sparklettes Art and Julie Soul. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners. If The Glitter Bomb® name is used outside of the original sources themselves, you must cite the Soul Sparklettes Art homepage or link back to the Soul Sparklettes Art home page or to the original source.

9. LIMITATION ON LIABILITY

IN NO EVENT WILL SOUL SPARKLETTES ART, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. Indemnification

To the extent permitted by law, Supplier and User will agree to mutual indemnification, which means that both parties, its affiliates, licensors, sublicensees, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any

use of the Website's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

10. Governing Law and Jurisdiction

All matters relating to this website and the Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, the Website or the Terms of Use shall be instituted exclusively in the federal courts of the United States or the courts of the State of Michigan in Kalamazoo County. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Last Updated November 3, 2024