Cuddles & Co Terms of Service

Nov 13, 2026

Overview

This website is operated by Cuddles & Co ("Cuddles & Co," "we," "us" and "our"). We offer this website, including all information, tools and services available on it, to you, the user, on the condition that you accept all terms, conditions, policies and notices stated here.

By visiting our site or buying something from us, you use our "Service" and agree to be bound by these Terms of Service ("Terms"), including the additional terms and policies referenced here or available by link, such as our Return Policy, Shipping Policy and Privacy Policy. These Terms apply to all users of the site, including browsers, customers, vendors and anyone who contributes content.

Please read these Terms carefully before using our website. If you do not agree to all of them, do not access the website or use any of our services.

Any new features or tools added to the store are also subject to these Terms. You can review the current version at any time on this page. We may update, change or replace any part of these Terms by posting changes on our website. Your continued use of the website after changes are posted means you accept them.

Our store is hosted on Wix.com Ltd., which provides the e-commerce platform that lets us sell our products to you.

Section 1 – Online store terms

- By agreeing to these Terms, you confirm that you are at least the age of majority in your state or province of residence. Our products are made for babies and young children, but our website and purchases are for adults only.
- You may not use our products or the Service for any illegal or unauthorized purpose, or violate any laws in your jurisdiction, including copyright and trademark laws.
- You must not transmit any worms, viruses or code of a destructive nature.
- Breaking any of these Terms may result in immediate termination of your access to the Service.

Section 2 – General conditions

- We reserve the right to refuse service to anyone for any reason at any time.

- Your content (not including payment card information) may be transferred unencrypted across various networks and adapted to technical requirements of connecting networks or devices. Payment card information is always encrypted during transfer and is processed by our payment providers; we do not store full card numbers.
- You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, our product photos, descriptions, designs or branding without our express written permission.
- Headings in these Terms are for convenience only and do not limit or affect them.

Section 3 – Accuracy, completeness and timeliness of information

We are not responsible if information on this site is not accurate, complete or current. Material on this site is provided for general information only and should not be relied on as the sole basis for decisions. Any reliance on it is at your own risk.

This site may contain historical information, which is not current and is provided for reference only. We may change the contents of this site at any time but have no obligation to update any information.

Section 4 – Products and services

- Some products may be available only online, in limited quantities, and are subject to return or exchange only under our Return Policy.
- We make every effort to show product colors and images accurately. Product photos may include styling, props or digitally edited images. Your screen's color display, dye lots and fabric texture may differ slightly from the photos.
- Sizes are approximate. Please check our size chart before ordering; babies grow at different rates, and fit varies by child.
- We may limit sales of any product to any person, region or jurisdiction, limit quantities, and change product descriptions or prices at any time without notice. We may discontinue any product at any time. Any offer is void where prohibited.
- We do not warrant that the quality of any product will meet your expectations, beyond the warranties required by law.

Section 5 – Children's product safety

Our products are designed for babies and young children and are intended to be used under adult supervision. By purchasing, you agree to read and follow all labels, warnings and care instructions, and to pass them on to anyone else who cares for the child.

- **Adult supervision.** Always supervise children while they wear our products. Do not leave a baby unattended on a raised surface while dressing or changing.
- **Inspect before every use.** Check seams, closures, buttons, snaps, zippers and trims before each wear and after each wash. Stop using any garment that is torn, has loose threads or stitching, or has a loose or damaged closure.
- **Small parts.** Buttons, snaps, zipper pulls and similar parts can be a choking hazard if they come loose. Keep loose parts away from children.
- **Sleep safety.** Unless a product is specifically labeled as sleepwear, do not use it as sleepwear. Sleepwear we sell in sizes 9 months and up is designed to fit snugly and is not flame resistant; it must fit snugly for the child's safety, because loose-fitting garments are more likely to catch fire. Keep children away from open flames and heat sources. Follow current safe sleep guidance from your pediatrician.
- **Fit.** Choose the correct size. Do not use a garment that is too tight around the neck, wrists or ankles, or so loose that it could cover the face.
- **Skin sensitivity.** Wash new garments before the first wear. Stop use and consult a doctor if your child shows signs of skin irritation or allergic reaction.
- **Care instructions.** Follow the care label. Improper washing, drying or ironing can damage fabric, seams and closures and affect safety.

Section 6 – Products with magnetic closures

Some of our products, including the Click 'n Cuddle line, use magnets sewn inside the fabric. These magnets are enclosed and stitched between layers of fabric and are not meant to be reached or removed.

- **Inspect the closure.** Check the magnetic placket and seams before every use and after every wash. If you see a tear, rip, loose stitching, or can see or feel a magnet coming loose, stop using the garment immediately and contact us.
- **Do not cut, pierce, iron over or alter** the magnetic closure area.
- **Pacemakers and implanted medical devices.** Magnets can interfere with pacemakers, defibrillators and other implanted medical devices. Products with magnetic closures are not recommended for children with a pacemaker or other

implanted medical device unless approved by their doctor. Adults with an implanted medical device should keep the closure at least 6 inches (15 cm) away from the device, including when holding a child who is wearing the product.

- **Other items.** Keep magnetic closures away from credit cards, phones, hearing aids and other items that can be affected by magnets.

Cuddles & Co and Click 'n Cuddle are not affiliated with, endorsed by or sponsored by any other maker of magnetic clothing.

Section 7 – Intellectual property

All content on this site, including the Cuddles & Co and Click 'n Cuddle names and logos, product names, designs, prints, photos, text and graphics, belongs to Cuddles & Co or its licensors and is protected by trademark, copyright and other laws. You may not use any of it without our prior written permission. Other trademarks that appear on this site belong to their respective owners.

Section 8 – Prices and changes to the Service

- Prices are in US dollars and may change without notice.
- We may modify or discontinue the Service, or any part of it, at any time without notice.
- We are not liable to you or any third party for any modification, price change, suspension or discontinuation of the Service.

Section 9 – Orders, billing and account information

- We may refuse or cancel any order. We may limit or cancel quantities per person, household or order, including orders placed under the same account, payment card, billing or shipping address. If we change or cancel an order, we will try to notify you using the contact information you provided. We may limit or prohibit orders that appear to be placed by dealers, resellers or distributors.
- If an order is canceled after payment, we will refund the amount charged for the canceled items.
- You agree to provide current, complete and accurate purchase and account information, and to promptly update it so we can complete your transactions and contact you.

Section 10 – Shipping, returns and exchanges

- Shipping times are estimates and are not guaranteed. Risk of loss passes to you when the order is delivered to the carrier, except where the law says otherwise.
- Returns and exchanges are governed by our Return Policy. For hygiene and safety reasons, items that have been worn, washed, damaged after delivery, or had tags or labels removed may not be eligible for return.
- If you receive a defective item or an item with a damaged seam or closure, stop using it and contact us at customersupport@cuddlesandco.store within [30] days of delivery.

Section 11 – Product recalls and safety notices

If we learn of a safety issue with a product, we may contact you by email or post a notice on our website, and we will follow any applicable recall requirements. Please keep your contact information current and check our website for notices. You can also find recall information at CPSC.gov.

Section 12 – Optional tools and third-party links

- We may give you access to third-party tools that we do not monitor or control. These are provided "as is" and "as available," without any warranties or endorsement, and your use of them is at your own risk and subject to the third party's terms.
- Third-party links on this site may lead to websites not affiliated with us. We are not responsible for their content, accuracy, products or services. Please review their policies before you engage with them.

Section 13 – Reviews, comments and other submissions

- If you send us reviews, photos, ideas, suggestions or other materials ("Submissions"), you grant us a non-exclusive, royalty-free, perpetual, worldwide license to use, edit, copy, publish and display them in any medium, including on our website and social media, without compensation to you.
- Do not submit photos of a child unless you are the child's parent or legal guardian, or have their permission. By submitting a photo of a child, you confirm you have that authority and consent to our use of it.
- You agree your Submissions will not violate anyone's rights, including copyright, trademark, privacy or publicity rights, and will not contain unlawful, abusive, obscene or misleading content or malicious code. You are responsible for your Submissions and their accuracy.

- We may, but are not required to, monitor, edit or remove any Submission.

Section 14 – Personal information

Your submission of personal information through the store is governed by our Privacy Policy. Our website is intended for adults; we do not knowingly collect personal information from children under 13.

Section 15 – Errors, inaccuracies and omissions

Our site may sometimes contain errors, inaccuracies or omissions relating to product descriptions, pricing, promotions, offers, shipping charges, transit times and availability. We may correct them, change or update information, or cancel orders if any information is inaccurate, at any time without prior notice, including after you have placed your order. We have no obligation to update information except as required by law.

Section 16 – Prohibited uses

You may not use the site or its content: (a) for any unlawful purpose; (b) to solicit others to do anything unlawful; (c) to violate any laws or regulations; (d) to infringe our or anyone else's intellectual property; (e) to harass, abuse, insult, harm, defame or discriminate against anyone; (f) to submit false or misleading information; (g) to upload viruses or malicious code; (h) to collect or track others' personal information; (i) to spam, phish, scrape or crawl; (j) for any obscene or immoral purpose; or (k) to interfere with or get around the security features of the Service. We may end your use of the Service for violating any of these prohibited uses.

Section 17 – Disclaimer of warranties

- We do not guarantee that your use of the Service will be uninterrupted, timely, secure or error-free, or that results obtained from it will be accurate or reliable.
- We may remove or cancel the Service for indefinite periods of time without notice.
- To the fullest extent permitted by law, the Service and all products delivered through it are provided "as is" and "as available," without any representations, warranties or conditions of any kind, express or implied, including implied warranties of merchantability, fitness for a particular purpose, durability, title and non-infringement, except as expressly stated by us or required by law.
- Nothing in these Terms limits any rights you have under consumer protection or product safety laws that cannot be waived.

Section 18 – Limitation of liability

To the fullest extent permitted by law, in no case shall Cuddles & Co, its owners, directors, officers, employees, affiliates, agents, contractors, suppliers, service providers or licensors be liable for any indirect, incidental, punitive, special or consequential damages, including lost profits, lost revenue, lost savings, loss of data or replacement costs, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the Service or any product, even if advised of their possibility.

To the fullest extent permitted by law, our total liability for any claim arising from or related to the Service or any product shall not exceed the amount you paid for the product that gave rise to the claim.

We are not responsible for injury, loss or damage caused by: misuse of a product; failure to follow labels, warnings, size guidance or care instructions; failure to supervise a child; continued use of a product that is worn, torn or damaged, or whose seams or closures are loose; alterations or repairs made by anyone other than us; or use of a product for a purpose other than its intended use.

Some states do not allow the exclusion or limitation of certain warranties or damages, including for personal injury caused by negligence. In those states, these exclusions and limitations apply only to the extent the law allows, and our liability is limited to the maximum extent permitted by law.

Section 19 – Indemnification

You agree to indemnify, defend and hold harmless Cuddles & Co and its owners, affiliates, partners, officers, agents, contractors, licensors, service providers, suppliers and employees from any claim or demand, including reasonable attorneys' fees, made by any third party arising from your breach of these Terms or the documents they incorporate, your misuse of any product, your Submissions, or your violation of any law or the rights of a third party.

Section 20 – Dispute resolution

Before filing any claim, you agree to contact us at info@cuddlesandco.store and give us 30 days to try to resolve the dispute informally. If it is not resolved, any claim must be brought in the state or federal courts located in Wake North Carolina and you consent to the jurisdiction of those courts. Either party may bring an eligible claim in small claims court instead.

Section 21 – Governing law

These Terms and any separate agreements under which we provide you products or services are governed by the laws of the State of North Carolina and the United States, without regard to conflict of law rules.

Section 22 – Severability

If any part of these Terms is found unlawful, void or unenforceable, that part will still be enforced to the fullest extent permitted by law, and the unenforceable portion will be treated as severed. This does not affect the validity of the remaining provisions.

Section 23 – Termination

Obligations and liabilities incurred before termination survive it. These Terms remain in effect until ended by you or us. You may end them at any time by notifying us or by no longer using our site. If we believe you have failed to comply with any of these Terms, we may end this agreement at any time without notice and deny you access to the Service; you remain liable for all amounts due up to the date of termination.

Section 24 – Entire agreement

Our failure to exercise or enforce any right or provision of these Terms is not a waiver of it. These Terms and any policies posted on this site make up the entire agreement between you and us regarding the Service and replace any prior agreements, communications and proposals. Any ambiguities in these Terms will not be interpreted against the drafting party.

Section 25 – Changes to these Terms

You can review the current version of these Terms at any time on this page. We may update, change or replace any part of them by posting changes on our website. It is your responsibility to check this page periodically. Your continued use of the website after changes are posted means you accept them.

Section 26 – Contact information

Questions about these Terms should be sent to:

Cuddles & Co Email: Info@cuddlesandco.store