

## **TERMS OF SERVICE**

This website is operated by GETFRESHBAKED, Inc. ("GETFRESHBAKED"), a California Corporation. Throughout the site, the terms "we," "us," and "our" refer to GETFRESHBAKED. This website (the "Site") is offered, including all information, tools and services available from this Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our Site, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service", "Terms"), including those additional terms and conditions and policies referenced herein and/or available by link. These Terms of Service apply to all users of the Site including, without limitation, users who are browsers, vendors, customers, merchants, and/or contributors of content.

Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the Site, you agree to be bound by these Terms of Service. If you do not agree to all of the terms and conditions of this agreement, then you may not access the website or use any Services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

Any new features or tools that are added to the current Site shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change, or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

Unauthorized attempts to upload information or change information on this website are strictly prohibited and may be punishable under the Computer Fraud and Abuse Act of 1986 and the National Information Infrastructure Protection Act. For Site security purposes and to ensure that this Service remains open to all users, the GETFRESHBAKED computer system employs software programs that monitor network traffic to identify unauthorized attempts to upload or change information or otherwise cause damage.

## **GENERAL CONDITIONS**

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

You understand that your content may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Site is a facilitator of transactions between Users. Site introduces Users to each other and provides features for advertising products and services, communication between Users, placement of orders and payment for orders. User is responsible for the content they post to the site and for ensuring they are legally allowed to offer for sale and purchase the product or service advertised on the site.

Site make charge a fee for providing these services to Users.

Site may use published content in advertising without request or fee to User.

It is not the intention of the Site to retain personally identifiable financial information. Site uses a third party for payment processing to allow Users greater security.

Site may collect and save User contact information, including name, address, latitude and longitude, ip address, email address, phone number, and other contact information for the purpose of facilitation communication between Users as a part of transactions.

## **RULES OF CONDUCT**

There are rules of conduct that you are required to follow when you use the Site. You must not:

- "harvest" (or collect) information from the Site using an automated software tool or manually on a mass basis (unless we have given you separate written permission to do so). This includes, for example, information about other users of the Site and information about the offerings, products, services and promotions available on or through the Site.
- use automated means to access the Site, or gain unauthorized access to the Site or to any account or computer system connected to the Site.
- "stream catch" (download, store or transmit copies of streamed content).
- obtain, or attempt to obtain, access to areas of the Site or our systems that are not intended for access by you.
- "flood" the Site with requests or otherwise overburden, disrupt or harm the Site or its systems.
- circumvent or reverse-engineer the Site or its systems.
- restrict or inhibit another user or users from using and enjoying the Site.
- manipulate or forge identifiers in order to disguise the origin of any information posted on the Site or otherwise provided to us or our employees.
- impersonate any person, including but not limited to other community members or our employees.

If you post something to the Site, such as comments or other content, do not post anything that:

- uses strong, vulgar, obscene or otherwise harmful language
- uses racially, ethnically, or otherwise, objectionable language
- infringes any third-party intellectual property right (such as copyrights)
- is defamatory (i.e., something that is negative and untrue about another person or entity)
- divulges another person's or entity's confidential or private information or trade secret
- is fraudulent, unlawful, threatening, harassing, abusive or discriminatory
- encourages criminal conduct
- contains any information (such as inside, proprietary or confidential information) that you do not have a

right to make available due to contract, fiduciary duty, or operation of law

- advertises or solicits business for products or services other than those that are offered and promoted on the Site
- contains any virus, malware, spyware or other harmful content or code.

### **TRADEMARKS, COPYRIGHTS, AND RESTRICTIONS**

This Site is controlled and operated by GETFRESHBAKED, Inc., 1201 N. Vulcan Ave, Unit 24, Encinitas, CA 92024. The phone number is (858) 461-9701. All material on this Site, including but not limited to images, illustrations, audio clips and video clips, is protected by copyrights, trademarks, and other intellectual property rights that are owned and controlled by the GETFRESHBAKED, or other parties that have licensed their material to GETFRESHBAKED.

If you submit or post any materials or content to the Site, you grant us a royalty-free, perpetual, irrevocable, transferrable, assignable, sub-licensable, worldwide license to use such materials and content, including alterations thereof, for our purposes, in any form, in any media, and via any technology we choose, whether it exists now or is created in the future. You represent that any materials and content posted or otherwise submitted by you to the Site is original to you and that you have the right to grant us these rights.

### **THIRD-PARTY LINKS**

Certain content, products and services available via our Site may include materials from third parties.

Third-party links on this Site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy, and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third party's policies and practices, and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third party.

### **RESPONSIBILITY FOR PUBLIC POSTINGS AND CONTENT**

Responsibility for what is posted in public areas of the Site lies with each user—you alone are responsible for the material you post or otherwise make available in public areas of the Site. You alone are responsible for assessing the credibility of other user postings. We do not control the material that you or others may post or otherwise make available in such areas, and you understand that we have no obligation to monitor any such material or to edit or delete it. However, we reserve the right to do so. We are not responsible for the accuracy or legality of user posts.

You also understand and agree that any action or inaction by us or any of our directors, officers, consultants, agents or representatives (collectively, "Our Representatives") to prevent, restrict, redress or regulate content, or to implement other enforcement measures against any content, conduct or potential Terms of Service violation is undertaken voluntarily and in good faith, and you expressly agree that neither we nor any of Our Representatives shall be liable to you or anyone else for any action or inaction to prevent, restrict, redress, or regulate content, or to implement other enforcement measures against any content, conduct or potential violation of these Terms of Use.

You agree that your comments, pictures, and/or posts will not violate any right of any third party, including copyright, trademark, privacy, personality, or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead us or third parties as to the origin of any comments. You are solely responsible for any post you make and their accuracy. We take no responsibility and assume no liability for anything posted by you or any third party.

You agree to remain in compliance with all applicable laws and regulations including, but not limited to, food handling, production, transportation, and taxes.

## **TRANSPORTATION**

You agree to be responsible for delivery of orders to customers and any returns that occur on behalf of the customer.

## **REGISTRATION AND LOG IN**

To access certain features or areas of the Site, you may be required to provide personal and/or demographic information as part of a registration or log-in process. In addition, certain features of the Site are only available to our registered users, and to access those areas of the Site you will be required to log in using your username and email password or through a third party service provider.

You agree to provide true, accurate, current and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up-to-date (this includes your contact information, so that we can reliably contact you). The information you submit must describe you (you may not impersonate another person or entity), and you may not sell, share or otherwise transfer your account information.

You are responsible for all activity occurring when the Site is accessed through your account, whether authorized by you or not. Therefore, if you create an account, be sure to protect the confidentiality of your account password. We are not liable for any loss or damage arising from your failure to protect your password or account information.

## **PRIVACY POLICY**

We are very respectful about the privacy concerns of visitors to the Site. In general, only personal information required for facilitating transactions is collected and saved by our Site.

The Site generally collects personally identifiable information with your specific knowledge and consent. For instance, when you complete a form, make a purchase, or register and/or set up an account/profile to access, visit and/or use certain portions of the Service, or the Service as a whole, you may be provided, or required to choose, a password and/or user ID, and you may provide a credit, debit, or charge card number, or other payment information, as well as your name, telephone number(s), email and/or street address, and other personally identifiable information. Other information such as your age, gender, an avatar, and the number for your mobile or other device may also be requested. In addition, you may be asked to send us similar information via messaging (e.g., email, SMS, MMS, or other technologies). All such information shall be referred to in these Terms of Service as your "Registration Information."

Our servers may also automatically collect information about you, your online behavior, and your computer, mobile or other device. The information collected may include, without limitation, the make, model, settings, specifications (e.g., CPU speed, connection speed, browser type, operating system, device identifier), and geographic location of you and/or your computer, mobile or other device, as well as date/time stamp, IP address, pages visited, time of visits, content viewed, ads viewed, the site(s),

application(s), destination(s), and/or service(s) you arrived from, and other clickstream data.

We use personally identifiable information you supply through the Site to provide you with the merchandise, product, service, and/or content you have requested. For example, if you purchase or sell a product, we may use your email address to send you a confirmation notice. We may also use the information to communicate with you about new features, products or services, and/or to improve the services that we offer by tailoring them to your needs. We may also provide your information to the party you have purchased or sold a product to or are offering to sell to.

### **ACCURACY OF BILLING AND ACCOUNT INFORMATION**

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made on the Site. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

Users who sell product are responsible for collection, filing, and payment of all applicable sales and use taxes related to a transaction they are a party of. These users are also solely responsible for reimbursement and refund of users who purchase or order product from them. Users who purchase or order product from a user who sells product agree to see refund or reimbursement from that user who they purchased the product from.

### **TRANSACTION FEE**

We reserve the right to charge a facilitation fee on each transaction and to change this fee from time to time without notice.

Site uses third party vendors which may charge fees for their service and which is the responsibility of the Users who use these services. For example, the payment vendor charges approximately 3% + \$0.30 per transaction to facilitate electronic payment and this charge is paid out of the gross sales of the order which is the responsibility of the seller and not the Site.

### **CHANGES TO THE SITE**

We reserve the right to make changes to, or to suspend or discontinue (temporarily or permanently), the Site or any portion of the Site. You agree that we will not be liable to you or to any third party for any such modification, suspension or discontinuance.

### **PROHIBITED USES**

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the Site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false

or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phishing, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

#### **DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

We do not guarantee, represent or warrant that your use of our Site will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the Site will be accurate or reliable.

You agree that from time to time we may remove the Service for indefinite periods of time or cancel the Service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the Site is at your sole risk. The Site and all products and services delivered to you through the Site are (except as expressly stated by us) provided "as is" and "as available" for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall GETFRESHBAKED, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind including, without limitation, lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Services or any products procured using the Site, or for any other claim related in any way to your use of the Site, including, but not limited to any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Site or any content (or product) posted, transmitted, or otherwise made available via the Site, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions our liability shall be limited to the maximum extent permitted by law.

#### **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless the GETFRESHBAKED and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, arising from or relating to your use of the Site, your submissions to the Site, or any violation of these Terms of Service, or applicable law, by you or by someone accessing the Site via your account. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you agree to cooperate with us in defending such claims. This indemnification, defense, and hold harmless obligation will survive these Terms of Service and the termination of your use of the Site.

User covenants and agrees that in the event that we shall, without fault, be made or become a party to any suit by reason of this Agreement or by any act or omission by User hereunder, User shall pay all

costs and expenses, including attorney's fees, incurred by or imposed on us by or in connection with such litigation.

## **ARBITRATION**

Parties agree, in the interest of saving time and money, to pursue alternative dispute resolution in the event a dispute arises from the terms of this Agreement and to avoid any legal remedies, whether through class action or individually. Unless otherwise specified in writing the parties hereby agree to submit any dispute to JAMS Arbitration, Mediation, and ADR Services to be heard by a panel of three arbitrators selected as follows:

1. One arbitrator selected by Website
2. One arbitrator selected by User
3. One arbitrator selected by the first two arbitrators

## **SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service; such determination shall not affect the validity and enforceability of any other remaining provisions.

## **TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our Site.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice, and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

## **ENTIRE AGREEMENT**

Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this Site or in respect to the Service constitute the entire agreement and understanding between you and us, and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including but not limited to any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

## **GOVERNING LAW**

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of the State of California.

## **CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.