

Effective as of: 30 September, 2023

Version No. 01

## **TERMS AND CONDITIONS**

These Terms and Conditions shall apply to all orders of CUPCAKE products ("Products") of a customer through the CUPCAKE Website (the "Website"). By placing an order for Products through the Website and/or App, you understand, agree with, and accept:

(i) these Terms and Conditions and any corresponding changes thereto which we may implement from time to time; and

(ii) our Privacy Policy in connection with how we process your personal information collected from this Website and/or App.

For purposes of these Terms and Conditions, "CUPCAKE", "our" or "we" shall refer to CUPCAKE Business, while "customer" or "you" shall refer to the customer who intends to purchase the Products from this Website.

### **I. Territories Covered**

You understand and agree that this Website and/or App can only service the following areas, depending on the Order Fulfillment Option chosen. If your area is not within the Delivery Area below, you may contact the customer service for order pick up or takeout instead.

#### **Delivery Area**

CUPCAKE offers delivery services only within Metro Manila; New areas may be added without prior notice in the course of the expansion of the coverage of the Website and of CUPCAKE's delivery service. CUPCAKE delivery is not responsible for the type of courier for delivery of the customers orders. Thus, any forced request for re-routing of order to another store is in the discretion of the customer and/or the courier.

## **Pick Up Area**

CUPCAKE offers customer pick up services. The customer or the seller selects the place where order will be picked up. You cannot change the pick up place once transaction is confirmed.

## **II. Account Creation**

If you decide to place an order through this Website, you will be asked to register by creating an account which requires your personal information such as telephone or mobile number, email address and a password. Inputting and confirming a password on the "Sign Up" page of the Website along with other confirmations, allows you to make an account. You must keep this password confidential and must not disclose it to anyone. If you believe someone else knows your password, please change your password immediately.

We reserve the right to suspend your registration if you violate any of these Terms and Conditions.

If you wish to order as guest, the Website will require you to create an account.

If another person used your account to order Products on your behalf, with or without your knowledge, such order shall be subject to these Terms and Conditions and our Privacy Policy, and you agree that the order shall be considered your own and will be charged to your account.

Bank or Payment Details are collected, stored, and processed by our authorized third party, not by us, and we are not responsible for securing and protecting said Bank or Payment Details

## **III. Fulfillment of Order**

The online order submitted through the Website will be fulfilled via delivery or pick up only. The delivery order is fulfilled either through riders or other third-party delivery services which we may engage, pick up order is fulfilled by you based on the time and date you selected, and upon confirmation of your order by the store. We reserve the right to revise or add order fulfillment options in the future.

#### **IV. Submission of Order**

Upon submission of your online order, you are authorizing us to process your online order and preparation of the Products you have specified on your order form. However, we reserve the right to refuse the processing of your order without any notification should we find any incorrect or incomplete details, or any previous spurious transactions with the given personal information.

Also, non-response to SMS and calls from seller or delivery rider may result in late or non-delivery of Products, or late preparation of the Products in store and should not be taken against us. Additional verification call or confirmation call may be required to proceed with your order.

#### **V. Regular Order (Delivery)**

By submitting your order via delivery through the Website, you understand and agree that the processing of your order is subject to the following conditions:

1. The delivery courier, as well as the delivery fee is shouldered by you ("The Customer").
2. There is no minimum cake and other purchase for a delivery transaction, but there is a maximum of five (5) cake orders per day.
3. There is an hour (1) hour minimum delivery time for any orders in North Caloocan, however, there is a two (2) to three (3) hours of delivery time outside North Caloocan.

You understand and accept, however, that any delay due to heavy traffic, inclement weather, unavoidable technical difficulties in the stores, or similar or analogous conditions or circumstances are beyond our control and should not at any time be taken against us. Delivery services may also not be available in cases of extreme weather, natural disasters, and unavoidable technical difficulties in your area.

4. An availment of Car Taxi from a Third-Party Delivery Services is recommended for Tier Cake Orders, however, light and other than tier cake products can avail a motorcycle delivery service from a Third-Party.

## **VI. Regular Order (Pick Up)**

### **Curbside Pick Up**

By submitting your order via Curbside Pick Up through the Website, you understand and agree that the processing of your order is subject to the following conditions:

1. There is a five (5) maximum cake purchase for a pick up transaction per day.
2. There is an hour (1) hour minimum pick-up time for any orders in North Caloocan, however, there is a two (2) to three (3) hours of delivery time outside North Caloocan.
4. You may choose your preferred pick up date and time before a Pick Up Order Confirmation is made. You are expected to arrive at the designated store twenty (20) minutes after clicking the "Checkout". If customer fails to click the "Checkout" button before arrival to store, there may be a delay in the dispatch since order is not prepared in advance. If you were not able to click the "Place Order" button before your arrival to the store, you understand and accept the late preparation of your order. Stores will only prepare order within twenty (20) minutes after clicking the "Place Order" button.
5. The customer should be earlier than 15 minutes before the agreed pick up time on the agreed pick up location. Customer shall keep their contact lines open as our seller may message or call the customer for clarifications or if the customer cannot be located. If 5 minutes pass after our seller dispatches the order and the customer cannot be found at the designated location, our seller will return inside the store. The customer may have to wait extra minutes if they arrive later than the agreed pick up time. Furthermore, if the customer cannot be contacted by our seller, the order will be considered put on hold and the customer may have to wait extra minutes if he/she arrives.

## **VII. Advanced Order**

### Delivery:

If you wish to order in advance through the Website, you may place your order at least three (3) days before your expected delivery time.

### Pick Up:

If you wish to order in advance through the Website, you may place your order at least three (3) days before your expected pick up time.

## **VIII. Order Acceptance and Confirmation**

The acceptance of orders for the Products made through the Website shall be at the entire discretion of CUPCAKE. We reserve the right to decline to accept the order or deliver the Products without giving any reason.

For delivery, our acceptance of an order occurs when you click the "Checkout" button. After which, you will proceed to payment and required to deposit 50% of the total price of your order. You will then be directed to your receipt. The Delivery Order Confirmation is a record of our agreement to deliver the Products you ordered and your obligation to pay the price of the Products in full or partially.

For pick up, our acceptance of an order occurs when you click the "Checkout" button. After which, you will proceed to payment and required to deposit 50% of the total price of your order. You will then be directed to your cart and there will be an information if your order is now creating. The Pick Up Order Confirmation is a record of our agreement to prepare the Products you ordered and your obligation to pay the price of the Products in full or partially and for you to pick up the Products at your designated \_\_\_\_\_ date \_\_\_\_\_ and \_\_\_\_\_ time.

## **X. Prices and Payment**

Unless otherwise stated in writing, the Product prices quoted on the Website are inclusive of value-added taxes, any other applicable taxes and delivery charge. The Product prices on the Website are subject to change without prior notice.

To check the price/s of the Product you want to order, please click the Checkout button to see the breakdown and total amount due.

**You can pay by any of the following methods:**

- Cashless mode of payment on the Website (credit card, debit card, Gcash, BDO, or BPI), subject to the condition that on the Website, credit card payment may not be available 24 hours.
- Cashless payment on Website and/or App will involve a redirection to a third-party payment gateway. You acknowledge that Red Ribbon will not be responsible for any information provided in the payment gateway, since CUPCAKE does not collect any payment-related personal information.

**XI. Refund**

In case of a refund, you would need to visit/call the seller that processed your order. Refund will be processed if considered valid per Sections VIII and IX.

- If paid in cash, seller will process the refund.
- If paid online (Gcash), seller will process the refund but it will be your responsibility to follow up through your issuing bank.

**XII. Delivery Conditions**

You agree to accept delivery of the Products at the agreed time and place of delivery, subject to the specific delivery conditions below:

- The arrival time in our delivery service guarantee will be based on your courier's arrival at the gate of your subdivisions, villages, factories, industrial areas and other gated communities (as the case may be); while the arrival time in buildings, hospitals, condominiums and hotels will be based on your courier's arrival at the lobby.
- We shall exert reasonable efforts to meet the guaranteed delivery time, where applicable. You understand and accept, however, that any delay due to heavy traffic, inclement weather, unavoidable technical difficulties in the stores, or similar or analogous conditions or circumstances are beyond our control and should not at any time be taken against us. Delivery services may also not be

available in cases of extreme weather, natural disasters, and unavoidable technical difficulties in your area.

•CUPCAKE shall not have the discretion to delivery your order via partner delivery riders.

### **Product Availability**

You understand and agree that product/s are subject to availability at the time of delivery. If the products you ordered are not available, we may offer you a reasonable substitute product or equivalent quality and price or we may advise you through phone call (local Philippines), SMS or electronic mail (outside Philippines) for alternative product/s. You understand that should you choose to order other product/s, this may affect the purchase price.

## **XIII. Pick Up Conditions**

You agree to pick up the Products at the agreed time and selected place, subject to the specific pick up conditions below:

### **Pick Up Time**

We shall exert reasonable efforts to meet the pick up time upon clicking the 'Checkout ' button, where applicable. You understand and accept, however, that any delay due to order volume, or similar or analogous conditions or circumstance, are beyond our control and should not at any time be taken against us.

### **Product Availability**

You understand and agree that product/s are subject to availability at the time of pick up. If the products you ordered are not available, we may offer you a reasonable substitute product or equivalent quality and price or we may advise you through phone call (local Philippines), SMS or electronic mail (outside Philippines) for alternative product/s. You understand that should you choose to order other product/s, this may affect the purchase price.

#### **XIV. Promotions and Coupons (Special Offers)**

From time to time, products may be subject to special offers. Any special offer may be subject to these Terms and Conditions, unless otherwise specified by us. In case of inconsistency between the special offer and these Terms and Conditions, the former shall prevail. We reserve the right to change the conditions and/or availability of special offers or withdraw them at our discretion. However, we will honor any order received before the withdrawal or changes on the special offers. All special offers are valid only within the promotional period, may be subject to change given prior clearance from governing bodies (i.e. DTI), and are not valid in conjunction with other offers, unless otherwise stated.

#### **XV. Limitation and Liability**

We shall not be liable for any loss, expense, cost, or damage arising directly or indirectly out of or in connection with: (i) your use of the Website; or (ii) the delay beyond the estimated time or date of delivery or pick up; or (iii) availability of product/s at any given time; or (iv) force majeure; or (v) any circumstances beyond our control, and over which we could not have avoided even with the exercise of reasonable care; or (vi) any indirect or unforeseeable loss suffered or incurred by customers or third parties. In any event, our liability for any given transaction shall not exceed the total price charged for the relevant items.

The Products ordered should be consumed prior to the “Consume By” date on the packaging and should follow the proper and should be stored properly as per package directions. We will not be liable for any event that may arise as a result/consequence of consuming the Products beyond the “Consume By” date and/or for not properly following the applicable Product storage procedure.

#### **XVI. Intellectual Property**

The Website contains the CUPCAKE mark and related logos, and other trademarks, service marks, product names, designs, titles, words or phrases, graphics and logos used in connection with the Website (Collectively, the "Trademarks"), including, all text, images, photographs, illustrations, data, and/or other related information, and other materials featured, displayed, contained and available in and on the Website (collectively, the "Content"). The Trademarks, Content, and related proprietary property are owned by CUPCAKE.



The Trademarks, Content and related proprietary property are protected from copying and imitation under national and international laws and are not to be used, reproduced, adapted (whether in its original form or derivations thereof), or copied, in whole or in part, without the express written permission of CUPCAKE. Third parties are not allowed to use the Trademarks and Content in any manner, or for any other purpose, commercial or otherwise, without Red Ribbon's prior express written consent.

## **XVII. Privacy Policy**

Our Privacy Policy, and any changes thereto which we may implement from time to time, in connection with how we process your personal information collected from the Website may be found in the Privacy Policy. You agree that with your acceptance of these Terms and Conditions, you have read, understood and accepted our Privacy Policy.

## **XVIII. Updating these Terms and Conditions**

Whenever necessary, we may, from time to time, update and/or revise these Terms and Conditions. We shall inform you of any update or revision by placing the date of the latest version on top of these Terms and Conditions.

## **XIX. Miscellaneous Provisions**

These Terms and Conditions shall be governed by and interpreted in accordance with Philippine law. In case of disputes, the venue for any action shall be the proper courts of Pasig City to the exclusion of all other venues.

Failure of CUPCAKE to enforce a particular term or condition does not constitute a waiver of that term or condition by CUPCAKE, and shall not be construed as a waiver or variation of it or preclude its exercise at any subsequent time.

If any of the terms or conditions is held to be invalid or unenforceable, then such term or condition shall, so far as it is invalid or unenforceable, be given no effect and

shall be deemed not to be included in these Terms and Conditions, but without invalidating any of the remaining provisions.

## **XX. Contact Us**

If you have any questions regarding these Terms and Conditions, please contact us through:

[cupcakesysinfo@gmail.com](mailto:cupcakesysinfo@gmail.com)

**Note:** that you will be leaving this page and will be directed to the helpdesks of our service providers.