

TERMS OF USE

MUXU CHEESECAKES (AD MARQ SL)

Effective Date: February 2026

1. Acceptance of Terms

Welcome to the official website of AD MARQ SL, trading under the commercial designation "Muxu Cheesecakes" ("Company," "we," "us," or "our"). By accessing, browsing, or utilizing our website at muxucheesecakes.com (the "Website"), submitting orders, or otherwise engaging with our services, you ("User," "you," or "your") acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use ("Terms").

If you do not agree to these Terms in their entirety, you must immediately discontinue use of our Website and services. These Terms constitute a legally binding agreement between you and AD MARQ SL.

IMPORTANT LEGAL NOTICE

These Terms contain provisions that limit the Company's liability and require resolution of disputes through binding arbitration where permitted by applicable law. Please read these Terms carefully before using our services.

2. Eligibility and Account Requirements

2.1 Age Requirements

You must be at least eighteen (18) years of age or the age of legal majority in your jurisdiction, whichever is greater, to access our Website and purchase products. By using our services, you represent and warrant that you possess the legal capacity to enter into a binding contract.

2.2 Accuracy of Information

You agree to provide accurate, current, and complete information when placing orders or using our contact forms. You are solely responsible for maintaining the confidentiality of any account information and for all activities that occur under your account.

3. Products and Services

3.1 Product Descriptions

The Company endeavors to display product images and descriptions with reasonable accuracy. However, due to variations in display technologies and the artisanal nature of our cheesecakes, actual products may vary from images displayed. All product descriptions are approximate and do not constitute warranties.

3.2 Product Availability

All products are subject to availability. The Company reserves the right to limit quantities, discontinue any product, or decline any order without prior notice.

3.3 Food Products and Allergen Information

Our cheesecakes are perishable food products containing various ingredients including:

- Dairy products (cream cheese, butter, cream)
- Eggs and egg derivatives
- Wheat and gluten-containing ingredients
- Tree nuts (including pistachios and almonds)
- Soy and soy-derived products
- Sugar and sweetening agents

ALLERGEN WARNING

Our products may contain or come into contact with common allergens during preparation. Individuals with food allergies or sensitivities should review our allergen information and contact us prior to placing an order.

4. Orders and Payments

4.1 Order Process

Submission of an order constitutes an offer to purchase our products subject to these Terms. The Company reserves the right to accept or reject any order. Order acceptance occurs upon payment processing and transmission of order confirmation.

4.2 Pricing

All prices are in Euros (€) and include applicable taxes where legally required. The Company reserves the right to modify prices at any time without prior notice. Prices in effect at the time of order submission apply to that order.

4.3 Payment Processing

Payments are processed securely through Stripe, Inc. By completing a purchase, you acknowledge and agree to Stripe's terms of service and privacy policy. We accept major credit and debit cards as well as Apple Pay. The Company does not retain complete payment card information.

4.4 Order Cancellation

Due to the perishable nature of our products and made-to-order production:

- Orders cancelled within 24 hours of placement: full refund
- Orders cancelled between 24-48 hours: 25% cancellation fee applies
- Orders may not be cancelled less than 48 hours prior to scheduled delivery

5. Shipping and Delivery

5.1 Delivery Areas

The Company provides delivery services to designated areas within Spain and the United States. Delivery availability and fees are calculated at checkout based on the delivery address.

5.2 Delivery Timeframes

Estimated delivery timeframes are indicative only and do not constitute guarantees. The Company is not liable for delays due to carriers, weather conditions, or circumstances beyond our control.

5.3 Perishable Products

Our cheesecakes are perishable food products requiring proper storage. Upon delivery, you are responsible for appropriate storage. The Company disclaims liability for quality issues resulting from improper storage or delayed retrieval.

6. Returns and Refunds

6.1 Quality Guarantee

We stand behind our product quality. If you receive a damaged or defective product, contact us within 24 hours of delivery with photographic evidence. We will evaluate your claim and, at our discretion, provide a replacement or refund.

6.2 Non-Returnable Items

Due to food safety regulations, we cannot accept returns of perishable food products. Refunds are only available for documented quality issues or delivery problems.

6.3 European Union Consumer Rights

For EU consumers, the standard 14-day withdrawal right does not apply to perishable goods or goods made to consumer specifications, pursuant to Article 16 of Directive 2011/83/EU.

7. Intellectual Property

7.1 Ownership

All content on this Website, including text, graphics, logos, images, audio clips, video clips, and software, is the exclusive property of AD MARQ SL and is protected by applicable intellectual property laws.

7.2 Limited License

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Website for personal, non-commercial purposes. You may not:

- Reproduce, distribute, or publicly display any content without written permission
- Use our trademarks or logos without authorization
- Modify, reverse engineer, or create derivative works from the Website
- Use automated systems to extract data from the Website

8. User Conduct

When using our Website and services, you agree not to:

- Violate any applicable laws or regulations
- Provide false or fraudulent information
- Interfere with or disrupt Website functionality
- Attempt unauthorized access to our systems
- Engage in fraudulent activities or use stolen payment information
- Harass, threaten, or harm our employees or other users

9. Limitation of Liability

9.1 Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WEBSITE AND ALL PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

9.2 Limitation of Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AD MARQ SL SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, DATA, OR OTHER INTANGIBLE LOSSES, ARISING FROM YOUR USE OF THE WEBSITE OR SERVICES.

9.3 Maximum Liability

IN NO EVENT SHALL THE COMPANY'S TOTAL LIABILITY EXCEED THE AMOUNT PAID FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO THE CLAIM, OR ONE HUNDRED EUROS (€100), WHICHEVER IS GREATER.

9.4 Jurisdictional Limitations

Certain jurisdictions do not permit exclusion of certain warranties or limitations on liability. In such cases, the foregoing limitations apply to the fullest extent permitted by law.

10. Indemnification

You agree to indemnify and hold harmless AD MARQ SL and its officers, directors, employees, and agents from any claims, damages, losses, or expenses arising from:

- Your use of the Website or services
- Your violation of these Terms
- Your violation of any third-party rights
- Any content you submit through the Website

11. Privacy

Your privacy is important to us. Our collection and use of personal information is governed by our Privacy Policy, which is incorporated into these Terms by reference.

12. Third-Party Services

Our Website utilizes third-party services including:

- **Stripe:** Secure payment processing
- **Google Analytics:** Website analytics
- **Vercel:** Website hosting and analytics
- **Cloudflare Turnstile:** CAPTCHA and security services
- **Resend:** Email communications

Your use of these services is subject to their respective terms and privacy policies.

13. Governing Law and Dispute Resolution

13.1 Governing Law

These Terms are governed by the laws of the Kingdom of Spain. For EU consumers, this choice of law does not deprive you of protections afforded by mandatory consumer protection laws of your country of residence.

13.2 Jurisdiction

For disputes not subject to arbitration, you agree to submit to the exclusive jurisdiction of the courts in Madrid, Spain. EU consumers may alternatively bring proceedings in their country of residence.

13.3 California Residents

California residents may contact the Complaint Assistance Unit of the California Department of Consumer Affairs pursuant to California Civil Code Section 1789.3.

14. Modifications to Terms

The Company reserves the right to modify these Terms at any time. Changes become effective immediately upon posting to the Website. Your continued use following changes constitutes acceptance of the revised Terms.

15. Severability

If any provision of these Terms is found invalid or unenforceable, the remaining provisions continue in full force and effect.

16. Waiver

The Company's failure to enforce any right or provision shall not constitute a waiver. Any waiver must be in writing and signed by an authorized representative.

17. Entire Agreement

These Terms, together with our Privacy Policy and Cookie Policy, constitute the entire agreement between you and AD MARQ SL regarding use of our Website and services.

18. Contact Information

For questions or concerns regarding these Terms:

AD MARQ SL (Trading as Muxu Cheesecakes)

Calle Golondrina 45, 28023 Madrid, Spain

Email: chisscake.cc@gmail.com

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