

LoungIn' Cake LLC

Terms and Conditions – Cake ‘N’ Sip & Pastry Experiences

Any payment to **LoungIn' Cake LLC**, 1602 President Street, Brooklyn, NY 11213 (the “Service Provider”) constitutes agreement by the Client to the following terms and conditions:

1. DESCRIPTION OF SERVICES.

The Pastry Event Experience “Services” provided by the Service Provider to the Client are agreed upon by the Parties in accordance with the class description and information provided through that site, unless otherwise specified.

2. PAYMENT FOR SERVICES.

In consideration for the Services provided by the Service Provider, the Client agrees to provide full payment through our online platform by the final ticket sale date as listed on the platform.

3. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY.

A. Confidential Information. Both Parties shall maintain as confidential any information that the Parties designate as confidential information in their communications to each other or is reasonably considered to be confidential information, including but not limited to phone numbers, addresses, email address, and tax information. Both Parties will limit their use of confidential information to fulfilling their contracted obligations.

B. Intellectual Property. The Service Provider is the owner of any sketches, designs, or mock up of item(s) for the Services to be provided. The Client is not entitled to receive any copies until after a deposit is provided; the Service Provider maintains ownership of the items.

C. Photography. The Service Provider reserves the right to take and reproduce any photograph of the experience for any reason without compensation to the Client. The Service Provider reserves the right to request altered pictures of the event published electronically to be removed or edited to include a note that it was altered by the Client.

4. INDEMNIFICATION

The Service Provider shall indemnify and hold the Client, its officers, employees, and agents harmless from any loss of liability for the Services under contract. The Client shall indemnify and

hold the Service Provider, its officers, employees, and agents harmless from any loss or liability from performing the Services.

- A. Allergies. The Client acknowledges that facilities are not gluten or allergen free. All products may contain or come into contact with milk, wheat, nut extracts, soy, gluten, chocolate, food dyes, as well as other known allergies. If allergens are discussed during the commission process, it will be noted on the Commission Form or invoice and the Service Provider will take precautions to limit exposure. If allergies are not previously shared, the Client agrees to notify its guests of the risks and hold the Service Provider harmless for allergic reactions.

5. TERMINATION; REFUNDS AND DISCOUNTS

- A. Termination. The Client may terminate the with or without notice. In the event of cancellation by the Client, the Client agrees to pay the Service Provider in full; there are no refunds available. The Service Provider may cancel for any reason no later than 48 hours prior to the event. The Service Provider may cancel, with reason at any time no later than 2 hours prior to the event. In the event of cancellation within the control of the Service Provider, the Service Provider agrees to refund in full the price of the event, after taxes and fees. If cancellation is outside of Service Provider's control, the Service Provider agrees to provide the patrons of the event with a reasonable timeframe to reschedule a class for the same value, or discount a future class based on the value of this cancelled class.

6. FORCE MAJUERE.

Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, pandemics, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying performance, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) business days of its occurrence. If Parties cannot agree how to move forward within fourteen days of notice, either Party may terminate.

7. DISPUTES AND ATTORNEY FEES.

In case of any dispute, the Parties agree in good faith to mediate amongst themselves to resolve the matter. If the Parties cannot come to an agreement, either Party reserve the right to enforce in state and federal court. If either Party incurs any legal fees associated with enforcement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and additional litigation expenses from the other Party.

8. ENTIRE AGREEMENT; GOVERNING LAW

Entire Agreement. These Terms and Conditions and along with the invoice and any exhibits referenced therein is the entire agreement between the Parties and supersedes any prior agreement or communications between the Parties.

- A. Severability. If any provision or portion of these Terms and Conditions shall be rendered by law or held by a court to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
- B. Waiver. No waiver of any term or right in these Terms and Conditions is effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of these Terms and Conditions is not a waiver or modification of such provision, or impairment of its right to enforce any other provision of these Terms and Conditions thereafter.

These Terms and Conditions and all related documents including all schedules or modifications are governed by, and construed in accordance with, the laws of the State of New York, including its statutes of limitations.