

DISCLAIMER

Last updated: October 4, 2023

We highly encourage the User to read this Disclaimer, along with our Terms and Conditions and Privacy Policy, before exploring this Website to ensure they are clear on any and all expectations imposed upon them as a User or paying customer of this Website. By virtue of the User's use of this Website, they will be deemed to have accepted the terms outlined herein.

This Disclaimer, along with the Terms and Conditions and Privacy Policy, governs the User's access to, and use of this website, www.annarettibiscotti.com (the **"Website"**) including any and all food products for sale, content, functionality, and/or services offered on or through this Website. By the User accessing and using this Website, either as a paying customer or simply as a Website visitor, the User agrees to be bound by this Disclaimer owned by Annaretti Biscotti Bakery Inc., a Company in the Province of Ontario (the **"Company"**).

1. NO GUARANTEES

1.1 The User understands that the Company does not make any guarantees to the specific taste, texture, uniqueness, presentation, ingredients or delivery of the food products that the User may obtain, and/or purchase, from the Website.

1.2 While the Company makes every effort to ensure that we accurately represent our food products and their contents, through reviews from previous clients, customers and/or users of our food products, and through food product descriptions, we do not guarantee the specific taste, texture, uniqueness, ingredients, presentation or delivery of the food products.

1.3 Any and all testimonials, written, photographed, or video recorded statements, provided for on the Website, and across social media channels are truthful statements and reviews obtained by the Company's clients or paying customers. The Website User and/or paying customer understands that any reviews or testimonials from previous customers are exceptional reviews and are used for testimonial and marketing purposes. They are not intended to represent or guarantee that anyone will have the same or similar experience. The Company is extremely grateful of the amazing clients who have purchased our food products, and we have chosen to highlight a sampling of our favourite clients for marketing purposes only. The User and/or paying customer further understands that their ultimate enjoyment of the food product will be the result of their own efforts, personal preference, personal allergies, dietary restrictions, particular situations and innumerable circumstances beyond the control or knowledge of the Company and/or its Website.

2. ERRORS AND OMISSIONS

2.1 By accessing this Website or any and all associated social media channels, the User accepts that neither the Company nor any of its owners, directors, employees or contractors, shall be held liable or responsible for any errors or omissions on this Website, nor any damages you may suffer as a result of failing to seek competent advice from a professional. The User expressly agrees not to rely upon any information contained in this Website.

3. PERSONAL RESPONSIBILITY OF USER

3.1 By accessing this Website, the User accepts responsibility for the results of their actions. The User agrees to take full responsibility for any harm or damage suffered as a result of the use, or non-use, of the information available on this Website, the resources available for download, any tutorials, food products or services available for purchase or on any and all social media channels/profiles.

4. SHARING WHAT WE LOVE

4.1 The Company may share reviews of products that we love at the Company's sole discretion, but from time to time, we may participate in affiliate marketing and may allow affiliate links to be included on our Website in exchange for a commission earned when the User clicks or makes a purchase. We promise to only participate in affiliate marketing with products and/or services that we believe provide value to the User and our clients, paying customers and/or following. Anything the Company shares is not professional advice and the Company asks that the User not rely solely on said opinion(s). It is the User's responsibility to inform themselves independently if the product and/or service may be of benefit.

4.2 The User and/or paying customer understands that they retain the right to choose to work with any company and/or platform mentioned, recommended or taught through the Company's programs, products, trainings, and/or masterclasses and/or tutorials and the User further understands it is at their discretion to inform themselves independently if the product and/or service may be of benefit.

5. DISCLAIMER

5.1 To the extent permitted by applicable law, all material or items provided through the Website are provided "as is" and "as available", without warranty or conditions of any kind. By accessing this Website, the User agrees that the User's use of the Website will be at their own sole risk. To the fullest extent permitted by law, the Company and each of our advertisers, licensors, suppliers, officers, directors, investors, managers, members, partners, affiliates, employees, agents, service providers, and other contractors, disclaim all warranties, expressed or implied, in connection with the Website, any services or food products, and the User's use thereof.

5.2 The Company is released of any and all liability for any success or failure the User may experience in relation to the information, food products provided for, reviewed by, or advertised on this Website. The User agrees to absolve the Company of any and all liability.

5.3 Further, to the extent permitted by applicable law, the Company makes no warranties or representations about the accuracy, reliability, timeliness or completeness of the Website's content, the content of any website linked, or information or any other items or materials on the Website or linked to by the Website.

5.4 The User understands that the Company handles a variety of ingredients, including but not limited to wheat, nuts, dairy, eggs, and soy. While the Company takes utmost care to prevent cross-contamination, the Company does not specialize in allergen-free food products and cannot guarantee that any food product is completely free from allergens. The Company shall not be liable for any allergic reactions the Client or other consumers may incur as a result of the consumption of the food product(s).

5.5 All food products are handmade in small batch quantities by the Company and may vary in appearance and size. All images displayed on the Website, through social media channels, or in promotional materials are for reference purposes only. Each food product is unique and slight variations may occur.

5.6 The Company reserves the right to modify and change the ingredients of each food product without prior notice to improve quality or due to ingredient availability. The Company further reserves the right to offer food product substitutions to paying customers in the event of ingredient substitutions and/or ingredient shortages.

5.7 The Company recommends storing the food product in a sealed container and consuming the food products within seven [7] days. The Company cannot guarantee the quality, taste, freshness, or texture of the food product if the food product is not kept in a sealed container and/or is not consumed within seven [7] days of purchase.

6. LIMITATION OF LIABILITY AND INDEMINIFICATION

6.1 In no event shall the Company be liable for any actions you do or do not take based on the information on this Website or in any food products sold through the Website. The User and/or paying customer understands that the Company will not be liable for any damages based on your participation in using this Website or through your purchase and consumption of any food products sold or obtained on or through the Website. To the fullest extent permissible by applicable law, the Company, and by extension its owner, and any operators, employees or contractors of the Company will not be held responsible for any form of damages and/or legal claims against it based out of the User's participation in using this Website or through their purchase and consumption of any food products sold through the Website.

6.2 As a condition of the User's use of the Website, the User hereby indemnifies the Company and its directors and affiliates from and against any and all liabilities, expenses (which include legal fees) and damages arising out of claims resulting or arising from the use of this Website.

7. SEVERABILITY

7.1 If any provision of this Disclaimer shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Disclaimer is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

8. GOVERNING LAW

8.1 Any claim relating to the Company Website shall be governed by the laws of the Province of Ontario without regard to its conflict of law provisions.

Contact: Please feel free to connect with the Company to ask us any questions. All communications should be directed to: annarettibiscotti@outlook.com.

Thanks so much and we appreciate you reading our Disclaimer!