

TERMS & CONDITIONS AGREEMENT

Annaretti Biscotti welcomes you to access our Website and to purchase products from the Company under these Terms and Conditions. Please read these terms carefully.

Last updated: October 4, 2023

This Terms and Conditions Agreement (the “**Terms and Conditions**”) discloses the terms and conditions of www.annarettibiscotti.com (the “**Website**”), owned by Annaretti Biscotti Bakery Inc., a Company in the Province of Ontario (the “**Company**”). By accessing or using our Website, or by making any purchases from the Company either via this website, telephone of the Company or by personal order, you hereby agree to be bound by the Terms and Conditions incorporated herein and to our Privacy Policy and Disclaimer. If you do not expressly agree to all of the Terms and Conditions outlined herein, then please do not access or use our Website, or make any purchases with the Company.

In order to utilize our Website or engage in any transaction with the Company, you are required to be 18 years of age and possess the requisite mental capacity to consent to the Terms and Conditions. By accessing this Website, you affirm that you are at least 18 years old and agree to be bound by the Terms and Conditions.

1. ACCEPTANCE OF TERMS

1.1 The following Terms and Conditions is a legally binding agreement that shall govern the relationship with the Company’s users, customers and third parties who may interact or interface with the Company, the Website, and the Company’s subsidiaries and affiliates. Your utilization of this Website and purchase from the Company signifies your acceptance and agreement of the Terms and Conditions.

2. LANGUAGE

2.1 The following terminology applies to these Terms and Conditions, Privacy Policy and Disclaimer Notice: “**Customer**”, “**User**” “**You**” and “**Your**” refers to you, the person using this Website. The “**Company**”, “**Ourselves**”, “**We**”, “**Our**” and “**Us**”, refers to the Company. The “**Party**”, “**Parties**”, or “**Us**”, refers to both the Customer and the Company. Any use of the above terminology or other words in the singular, plural, capitalization, and or he/she/they, are taken as interchangeable and therefore referring to the same.

3. ORDER REQUIREMENTS

3.1 The Company offers a variety of baked goods for personal or wholesale order (the “**Food Product**”). The Company sells the Food Product in a variety of quantities of boxes, ranging from sample boxes, or quantities of twelve [12], twenty-five [25], fifty [50], one hundred [100], or personal and whole orders.

3.2 The Customer may place an order either via the Website, email, telephone, or personal order with the Company. Upon order acceptance, the Company will collect the specification of the order, payment type, full name, email address, phone number of the Customer and provide delivery or pick up instructions.

3.3 The Customer must ensure all specifications, orders, and detailed information is accurate.

3.4 The Company reserves the right to decline any order under any circumstances prior to payment received.

4. PAYMENT TERMS

4.1 The Customer may make payment through e-transfer to: annarettibiscotti@outlook.com, or at their election with physical currency in the issued amount.

4.2 In extreme circumstances, the Company may accept payment via cheque. The Customer understands that a non-sufficient funds cheque will incur a \$45.00 CAD service charge. Upon receiving notice of a non-sufficient funds cheque, payments must be remitted along with the NSF service charge within five [5] calendar days. Any repayment must be made via e-transfer or physical currency. If the Customer fails to remedy the insufficient funds and pay the full outstanding amount along with any applicable fees or charges, the Company may engage with a debt mercantile agency to collect the payment.

4.3 All payments must be made in Canadian Dollars.

5. DELIVERY AND PICKUP SCHEDULING

5.1 The Company, at their discretion, may offer delivery and pick-up options for the Food Products under the following terms:

5.2 Pickup Orders: At the time of order the Customer must confirm the pickup time with the Company. The Company will reconfirm all orders with the Customer via email, telephone, or direct message for personal orders.

5.3 Delivery Orders: At the time of order the Customer may elect delivery. The Customer accepts an additional fee of \$1.00 CAD per kilometre for travel to the Customer location from the Company address. The Company will confirm the delivery address and time of delivery with the Customer one [1] day prior to the scheduled delivery date via email, telephone, or direct message for personal orders. In the event the Customer will not be home at the time of delivery, the Customer must provide the Company with further delivery instructions. The Company will not accept any deliveries to locations outside of the city boundaries of Oakville, Ontario and North York, Ontario, and reserves the right to decline order delivery.

5.4 Due to the nature of the Food Product and its packaging, the Company cannot guarantee flawless presentation of the Food Product upon pick-up or delivery, and acknowledges that minor imperfections or variations may exist. The Food Product may shift or move in transit resulting in an altered display.

6. PRODUCT STORAGE

6.1 The Company recommends storing the Food Product in a sealed container and consuming the Food Product 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. The Food Product may be frozen for up to three [3] months. The Company does not guarantee the quality, taste, freshness, or texture of the Food Product once it has been frozen.

7. ALLERGIES AND INGREDIENTS

7.1 The Customer is aware that certain allergens are present in the Food Products. It is the Customers responsibility to inquire about the ingredients utilized in the Food Products, and/ or to inform the Company of any allergens. The Company will at the time of Order confirm if such requests can be accommodated. The Customer understands that the Company cannot guarantee that the Food Product is free from any allergens outlined by the Customer.

7.2 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 Customer or other consumers may incur as a result of the consumption of the Food Product.

7.3 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 the Customer in the event of ingredient substitutions, unavailable Food Product, and/or ingredient shortages.

8. FOR PROMOTIONAL PURPOSES ONLY

8.1 Any and all information by or on this Website is provided for promotional or informational purposes only and is not to be relied upon as a professional opinion whatsoever. This includes all digital content, including but not exhaustive of, email, blog, podcasts, events, any and all social media, including, but not limited to: Instagram, Facebook, TikTok, Twitter (X), Pinterest, webinars and other content, whether or not they are available for purchase, as resources or education and/or informational use only. All aforementioned content does not constitute professional advice and is not guaranteed to be accurate, complete, reliable, current or error-free. By using this Website, you accept and agree that following any information or recommendations provided therein and all channels of digital content is at your own risk.

9. COPYRIGHT

9.1 All materials created by the Company on the Website are protected by copyright laws as original works. The absence of a registered copyright symbol does not mean that such materials are not protected as belonging to the Company. The Customer understands that any of the Food Product produced by the Company is not to be resold by a third party under any circumstances. Under no circumstances are Customers permitted to re-brand any Food Product produced by the Company as their own, and doing so may result in legal action.

10. LICENSE OF INTELLECTUAL PROPERTY

10.1 Unless otherwise stated, the Company and/or its licensors own the property rights for all material on the Website, as well as any and all materials on accompanying social media platforms, including, but not limited to all social media accounts outlined herein. All intellectual property rights are reserved. If we have materials on the Website that you can download, permission is granted to download copies of said materials for personal, non-commercial transitory viewing only.

10.2 This is the grant of a license, not a transfer of title. Under this License the User may access the Website for personal use, but the User may not:

- (a) Modify, copy, republish, reproduce, or redistribute the Website materials;
- (b) Use the Website materials for any commercial purpose, including but not limited to: sell, rent, sub-license, or use for any public display (commercial or non-commercial);
- (c) Transfer the Website materials to another person or 'mirror' the materials on any other server.

10.3 If such behaviour, as outlined above, is discovered or suspected, this license shall automatically terminate if confirmed as a violation of any of these restrictions. The Company reserves the right to immediately revoke your access to the Website, and reserves the right to prosecute any actionable infringement or misuse to the full extent of the law. Upon terminating your viewing of these materials or upon termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

10.4 The Company further reserves the right to request that you remove all links or any particular link thereof, linking to our Website. You accept to immediately remove any and all links upon request.

10.5 Any requests for written permission to use any content posted on this Website must be expressly made before you use any such content, and may be made by sending an email with your written request to: annarettibiscotti@outlook.com.

11. LINK TO THIRD PARTY WEBSITES

11.1 This Website may contain links to third-party websites and/or resources, which are not maintained by or related to us. All such linked websites, materials and pages are not under the control of the Company and the Company is not responsible for the content contained in any linked websites nor for any losses or damages, you may incur as a result of the use of any such website. You acknowledge and agree that the Company is not responsible for the availability of such links, resources and content, and does not endorse, and is not responsible or liable for, any content, advertising, products, services, or other materials made available to or from these linked websites. You understand that the Company accepts no liability, directly or indirectly, for any errors, damages, or omissions contained in third-party websites. The intended purposes of the links provided are to improve your use of the Website, to enable you to connect with the Company on various platforms, and to help the Company offer their services and conduct transactions.

12. SOCIAL MEDIA GUIDELINES

12.1 The Terms and Conditions of this Website extend to the use of social media platforms as outlined herein and any and all reviews or comments regarding your use of the services, program or information from, on or through the Website. The Company requests you follow and adhere to the following guidelines:

- (a) The Company reserves the right to remove, block, and/or delete any comments that may be construed as bullying, name-calling, foul language, or contrary to the Website's intended conversation of positivity, education and encouragement.
- (b) By using any and all social media platforms, you verify that all information submitted is accurate and factual. Negative comments and/or complaints posted by you may be construed as claims about the Company and may be subject to legal claims.

- (c) You further agree to privately contact the Company with any concerns or suggestions prior to, and in replacement of, posting publicly.

13. FEEDBACK, COMMENTS AND TESTIMONIALS

13.1 With your prior permission, you agree that the Company has the right to use your feedback whether in the form of emails, messages, submissions, surveys, comments, discussions on the services and/or product-related forums, calls, or otherwise, for the purpose of marketing or promoting the Company, services and/or products. You understand that any comments posted on this Website or on our social media channels/profiles reflect the views and opinions of that person who made said posts and not the views and opinions of the Company. The Company reserves the right to comment, delete and or edit any comment or posts made on this Website or on our social media channels/profiles.

14. SHARED INFORMATION NOT CONFIDENTIAL OR PRIVILEGED

14.1 You understand that any information you provide or share with us directly or indirectly, by use of this Website, through purchase of the Food Product, and through social media channels will not be treated as confidential or privileged. Also, any expressed opinion by another user is his or her own and should not be considered as reflecting the opinion of the Company.

15. REVIEWS

15.1 The Website and extended social media platforms may feature the reviews from previous Customers and/or customers of our Food Product. These are intended to provide future purchasers with comments, feedback, and information from other's experiences with our Food Product. All testimonials are from actual Customers, sharing their real, honest opinions and reviews from their use of the Website, and consumption of the Company's Food Product. These testimonials are not to be considered as a guarantee for all Users to expect the same specific taste, texture, uniqueness, or ingredients of the Food Product. Nor do these testimonials guarantee any specific taste, texture, uniqueness, or ingredients of the Food Product. The User accepts that by viewing the selected testimonials that the User does not expect the same specific taste, texture, uniqueness, or ingredients of the Food Product, and accepts that results will vary based on personal preference, personal allergies, and dietary restrictions.

16. MEDIA RELEASE

16.1 The Customer hereby grants full permission to the Company to photograph, and/or record the related activities in which they are participating as outlined in this Agreement. The Customer acknowledges that the Company may use the photographs, motion pictures, videotapes, recording or any other record of the Customer's participation in any related activities for purposes of social media, website, advertising, online courses, archiving, and without limitation, commercial use (hereinafter: the "**Media**").

16.2 The Customer hereby releases the Company from all claims in which the Customer may have now or in the future for compensation of any kind arising out of the Customer's participation in said Media and acknowledges all such Media to be the exclusive property of the Company. The Customer shall not under any circumstances use the Media for any other purpose than for the benefit of the Company.

17. MODIFICATIONS AND CHANGES

17.1 The Company reserves the right, at our sole discretion, to modify, replace or revise the Terms and Conditions for this Website at any time and without notice. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Website after those revisions become effective, you agree to be bound by the revised Agreement. If you do not agree to the new Terms, please stop accessing our Website. The Company further reserves the rights to modify, suspend, or discontinue, whether temporarily or permanently, the services (or any part thereof) or Food Products, for any reason without notice.

18. DISCLAIMER

18.1 To the fullest extent permitted by applicable law, all information, and Food Product provided through or in connection with this Website are provided “as is” and “as available”, without warranty or conditions of any kind. We cannot guarantee and do not promise any specific taste, texture, uniqueness, or ingredients and any Food Product promoted and sold on the Website. No advice or information, whether oral or written, obtained by you from us shall create any warranty not expressly stated in these Terms and Conditions.

18.2 The User accepts that use of this Website will be at their sole risk. To the fullest extent permitted by law, the Company, and its advertisers, licensors, suppliers, officers, directors, investors, managers, members, partners, affiliates, employees, agents, service providers, and contractors disclaim all warranties, expressed or implied, in connection with your use of the Website, programs, packages or services.

18.3 Further, to the fullest 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 on any Website linked, or information or any other items or materials on the Website or linked to by the Website.

18.4 Further, you understand and acknowledge that the Company is not a medical doctor, dietitian, allergy specialist, or any other medical professional. Nothing on this Website, or in its Food Products, is intended to take the place of a consultation with any professional or as professional advice.

19. LIMITATION OF LIABILITY

19.1 The owner of this Website, and its directors, agents, employees, and affiliates assume no responsibility or liability for any consequence resulting directly or indirectly from any action or inaction you take based on the information found on, or material linked to or on this Website.

19.2 In no event shall the Company or its affiliates be liable for any damages (including, without limitation, damages for allergic reactions,) modification, interruption, suspension or discontinuance arising out of the use or inability to view the materials or content on the Website, or through the purchase of any Food Product sold in connection with this Website, even if the Company has been notified orally or in writing of the possibility of such damage.

19.3 The Company shall not be held responsible for any content that appears on the Website. You agree to protect and defend the Company against all claims that may be interpreted as: libellous, obscene or

criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

19.4 Your decision to visit our Website, use the information contained therein, and purchase Food Product we offer is purely voluntary, and you understand we are not responsible or liable for any harm or damage to you or any other consumer of the Food Product resulting from direct or indirect use of materials or content contained on our Website or through purchase of the Food Product. You agree to hold the Company harmless from any damages directly or indirectly resulting from your use of content or consumption of Food Products sold on our Website or distributed through email, and agree you will not make any claims against us the Company herein.

20. INDEMNITY

20.1 As a condition of your use of the Website, you hereby release 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 from, or arising out of your use of this Website.

21. RELEASE OF CLAIMS

21.1 The User releases any right to claims against the Company to the maximum extent as permissible under applicable law. The User agrees that under no circumstances will the Company be liable to any party for any type of damages resulting or claiming to result from any consumption of our Food Product, and the User hereby releases the Company from any and all claims whether known now or discovered in the future.

22. SEVERABILITY

22.1 If any provision of the Terms and Conditions 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 the Terms and Conditions 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.

23. GOVERNING LAW

23.1 Any claim relating to the Company Website or Food Product purchases shall be governed by the laws of the Province of Ontario without regard to its conflict of law provisions.

24. ENTIRE AGREEMENT

24.1 The Terms and Conditions and any other legal notices, policies and guidelines of the Company linked to these Terms and Conditions or contained on this Website constitute the entire Agreement between you and the Company relating to your use of this Website and the purchase of any Food Product sold by the Company, and supersede any prior understandings of the Parties regarding such subject matter. This Agreement may not be amended or modified except by the Company.

25. CONTACT If you have any questions about these Terms and Conditions, please contact us at: annarettibiscotti@outlook.com.