

Website Terms and Conditions

1. TERMS OF WEBSITE USE

This page (together with the documents referred to on it) explains the terms on which you may make use of the Baking Buddies website and its subsidiary sites e.g. Baking Buddies Academy (the site), whether as a guest or a registered user. Please read these terms of use carefully before you start to use the site. By using the site, you have to accept these terms of use and that you agree to abide by them. If you do not agree to these terms of use, please refrain from using the site.

2. INFORMATION ABOUT US

The Site is operated by Sabrina Shafer operating as a sole trader under the name of Baking Buddies referred to in these terms of use as “we”, “us” or “our”.

3. ACCESSING OUR SITE AND PAYMENT

3.1 Access to the general Baking Buddies website is granted without payment or contract. Access to the Baking Buddies Academy site is granted following payment of your subscription and you registering with us for the package of services chosen. A contract shall come into existence once we have received your order for Services and payment and we have confirmed your registration on the programme by email. We provide our services to users based in the UK and worldwide.

3.2 We reserve the right to withdraw or make minor changes to the services we provide on the site without notice (see below). We will not be

liable if for any reason the site is unavailable at any time or for any period for routine maintenance or testing. Your access to the site will continue for so long as you are a registered user, unless either you or we terminate your subscription in accordance with these Terms of Use.

3.3 From time to time, we may restrict access to some parts of the site, or the entire site, to users who have registered with us.

3.4 You are responsible for making all arrangements necessary for you to have access to the site. You are also responsible for ensuring that all persons who access the site through your internet connection are aware of these terms, and that they comply with them.

3.5 You shall have the ability to access the services as set out in your order and depending on which level of Services you have purchased from us. We have a free subscription which allows you to access certain free content as set out on the site.

3.6 You may upgrade your subscription to access a more comprehensive level of Services using the relevant links in your account and paying any additional fee to us.

3.7 You may downgrade your subscription by changing the settings in your account. You will be liable for any fees due to us up and until the date that your subscription level is changed. You will not be able to access the content on the site that was available for your previous subscription level once you have downgraded.

3.8. Payment for the level of services is due as one-off payments or on a monthly basis (other than for the free subscription service), as set out on the home page.

3.9 If you wish to terminate your subscription and delete your account then please contact us by email at info@bakingbuddiesfun.co.uk in the first instance.

4. PROHIBITED USES

4.1 You may use the site only for lawful purposes. You may not use the site:

(a) in any way that breaches any applicable local, national or international law or regulation;

(b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

(c) for the purpose of harming or attempting to harm minors in any way;

(d) to send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out in clause 6 below;

(e) to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation; or

(f) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers,

spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

4.2 You also agree not to access without authority, interfere with, damage or disrupt:

(a) any part of the site;

(b) any equipment or network on which the site is stored;

(c) any software used in the provision of the site; or

(d) any equipment or network or software owned or used by any third party.

5. INTERACTIVE SERVICES

5.1 We may from time to time provide interactive services on the site, including, without limitation, chat rooms, blogs and bulletin boards.

5.2 Where we do provide any interactive service, we will provide clear information to you about the kind of service offered and whether it is moderated.

5.3 We will use our reasonable endeavours to assess any possible risks for users from third parties when they use any interactive service provided on the site, and we will decide in each case whether it is appropriate to use moderation of the relevant service (including what kind of moderation to use) in the light of those risks. We are, however, under no obligation to

oversee, monitor or moderate any interactive service we provide on the site, and we shall have no liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

5.4 The use of any of our interactive services is not intended to be used by those under the age of 18.

6. CONTENT STANDARDS

6.1 These content standards (standards) apply to any and all material which you contribute to the site (contribution), and to any interactive services associated with it. These standards must be complied with in spirit as well as to the letter. The standards apply to each part of any contribution as well as to its whole.

6.2 We will determine, in our discretion, whether a contribution breaches the standards.

6.3 A contribution must:

(a) be accurate (where it states facts);

(b) be genuinely held (where it states opinions); and

(c) comply with the law applicable in England and Wales and in any country from which it is posted.

6.4 A contribution must not:

- (a) be defamatory of any person;
- (b) be obscene, offensive, hateful or inflammatory;
- (c) promote sexually explicit material;
- (d) promote violence;
- (e) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- (f) infringe any copyright, database right or trade mark of any other person;
- (g) be likely to deceive any person;
- (h) breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- (i) promote any illegal activity;
- (j) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (k) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (l) impersonate any person, or misrepresent your identity or affiliation with any person;

(m) advocate, promote, incite any party to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse; or

(n) contain any advertising or promote any services or web links to other sites.

6.2 You acknowledge and agree that any content that you post to the site or in relation to any content on the site provided by others, you view or contribute at your own discretion and risk including any reliance on the accuracy and completeness of such content. You acknowledge that the views expressed by you and other users to the site do not reflect the views of Baking Buddies and we do not condone or support any user content. We do not pre-screen or edit, or review content posted by you or by other users on the Baking Buddies site.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 We are the owner or the licensee of all the intellectual property rights in the site (including any trade marks), and in the material published on it. Those works are protected by law. All such rights are reserved to Baking Buddies or the licensor of the intellectual property rights, as applicable.

7.2 You may print off one copy, and may download extracts, of any page(s) from the site for your personal reference and you may draw the attention of others within your organisation to material posted on the site.

7.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any

illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

7.4 Our status (and that of any identified contributors) as the authors of material on the site must always be acknowledged.

7.5 You must not use any part of the materials on the site for commercial purposes without obtaining a licence to do so from us or our licensors. If you print off, copy or download any part of the site in breach of these terms of use, your right to use the site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

8. RELIANCE ON INFORMATION POSTED

8.1 Commentary and other materials posted on the site is not intended to amount to specific advice on which reliance should be placed.

8.2 Baking Buddies does not provide specific tax, legal or accounting advice itself. The material on the site may have been produced together with an affiliate of Baking Buddies and has been prepared for information only. You should seek your own tax, legal and accounting advice before engaging in any transaction.

8.3 Whilst the information on the site has been verified to the best of our abilities, we cannot guarantee that there are no mistakes or errors. Please contact us if you have any queries.

9. OUR SITE CHANGES REGULARLY

We aim to update the site regularly and may change the content at any time. If we consider it necessary, we may suspend access to the site temporarily. Whilst we use reasonable endeavours to only retain up to date material, any of the material on the site may be out of date at any given time.

10. BREACH OF THESE TERMS

10.1 If we consider that a breach of these terms of use has occurred, we may take such action as we deem appropriate.

10.2 Failure to comply with these terms may constitute a material breach of the terms on which you are permitted to use the site, and may result in our taking all or any of the following actions:

(a) immediate, temporary or permanent withdrawal of your right to use the site and termination of your subscription;

(b) immediate, temporary or permanent removal of any contribution uploaded by you to the site;

(c) issue of a warning to you;

(d) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

(e) further legal action against you; and/or

(f) disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

10.3 The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

11. OUR LIABILITY

11.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury arising from our negligence, or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

11.2 To the extent permitted by law, we, other members of our group of companies and third parties connected to us expressly exclude all implied conditions, warranties, representations and other terms which may apply to our site or content on it.

11.3 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with:

- a. use of, or inability to use, our site for any reason; or
- b. results of the use of our site;
- c. use of or reliance on any websites linked to it or any content displayed on our site.

11.4 In particular, we will not be liable for:

- d. loss of income, profits, sales, contracts, business, or revenue;

- e. business interruption;
- f. loss of anticipated savings;
- g. loss of business opportunity, goodwill or reputation;
- h. loss of data;
- i. wasted management or office time; or
- j. any indirect or consequential loss or damage.

11.5 If you are unable to use the Site, due to our act or omission, we shall arrange for your subscription to be extended for the equivalent time period to allow you access to the site and its content.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our privacy policy. By using the site, you consent to such processing and you warrant that all data provided by you is accurate.

12. LINKING TO OUR SITE

13.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

13.2 You must not establish a link from any website that is not owned by you.

13.3 The Site must not be framed on any other site, nor may you create a

link to any part of the site other than the home page. We reserve the right to withdraw linking permission without notice.

13.4 If you wish to make any use of material on the site other than that set out above, please address your request to info@bakingbuddiesfun.co.uk.

13.LINKS FROM OUR SITE

14.1 Where the site contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them.

14.2 Certain links on our site will take you to the site of an affiliate of Baking Buddies and Baking Buddies Academy may receive a commission from the affiliate if you go on to subscribe or use the affiliate's services.

14.GENERAL

15.1 All notices shall be given by e-mail to us at info@bakingbuddiesfun.co.uk or, to you at either the e-mail or postal address you provide during the registration process. Notice will be deemed received 24 hours after e-mail is sent or 3 days after the date of posting.

15.2 These terms and conditions (together with any variations to them pursuant to clause 15.6) form the entire agreement between the parties concerning your access to, browsing and/or use of this site and supersede all prior agreements, arrangements, understandings and representations made between us (whether written or oral) concerning this site.

15.3 If the whole or any part of any provision of these terms and conditions is or becomes invalid, void or unenforceable for any reason the same shall to the extent required to be severed from these terms and conditions and rendered ineffective so far as is possible without modifying the remaining provisions of these terms and conditions and shall in no way affect the validity or enforceability of any other provisions.

15.4 No waiver by us of any breach of these terms and conditions shall constitute a waiver of any other prior or subsequent breach and we shall not be affected by any delay, failure or omission to enforce or express forbearance granted in respect of any of your obligations.

15.5 These terms and conditions and/or your use of this website shall be governed by and construed in accordance with English law and the English Courts shall have exclusive jurisdiction over any dispute which may arise.

15.6 Changes to these Terms and Conditions. We reserve the right to change these terms and conditions at any time by uploading amended terms and conditions to the site.

15.7 Any changes shall be effective immediately upon uploading to the site provided that, in the event of any conflict between these terms and conditions and any prior versions thereof, the provisions of the updated terms and conditions shall prevail unless it is expressly stated otherwise.

Your continued use of this website or utilisation of the Services constitutes your agreement to all such amended terms and conditions.

15.7 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will

contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may contact us to end the contract within three weeks of us telling you about it and we will refund you any payments you have made in advance for services not provided.

15.8 You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.