

Terms of Use

Effective Date: November 14, 2024

Thank you for visiting the website of Sweet World Bakery (the “Bakery” “we” or “us”). These Terms of Use (“Terms”) apply to your use of our website <https://sweetworldcakes.com/> (the “Site”). The Site is owned and operated by the Bakery.

Please read these Terms carefully before using the Site, because they affect your legal rights and obligations (e.g., requiring arbitration, prohibiting class relief, and limiting our liability).

You Accept These Terms.

By accessing or using this site, you acknowledge and agree to be bound by these terms and conditions. If you do not agree to any part of these terms, please do not use the site. Your continued use of this site will be considered as your irrevocable acceptance of these terms.

Updates to Terms.

The Bakery reserves the right to revise, modify, or update these terms at any time. Such updates will be posted on this site, and by continuing to use the site after such updates, you agree to be bound by the revised terms. We will not individually notify users of changes, so it is your responsibility to periodically review this page to stay informed about any modifications. Your continued use of the site after the posting of updated terms constitutes your acceptance of those changes.

Legal Capacity.

This site is intended for use by adults. By using this site, you warrant that you have the legal capacity to enter into a binding agreement. Specifically, you confirm that you are of sufficient age to form a legally binding contract, that you possess the mental capacity to understand and comply with these terms, and that you are otherwise legally authorized to use the site.

The Information You Provide Must Be Correct.

In order to use certain features or services on this site, you may be required to provide personal information. It is a condition of using the site that all information you provide be truthful, current, and complete. If we believe that the information you provide is not accurate, up-to-date, or complete, the Bakery reserves the right to deny you access to the site or any of its services. You are solely responsible for maintaining the accuracy and completeness of your information.

Disclaimer of Warranties.

Your use of the site is at your own risk. The site and all materials, information, software, services, and other content provided on the site are offered "as is" and "as available" without any warranties of any kind, either express or implied. The Bakery disclaims all warranties to the fullest extent permissible under applicable law, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Bakery does not guarantee that the site will be uninterrupted, free of errors, or available at all times, nor does it warrant that any defects in the site will be corrected. Furthermore, the Bakery does not guarantee that the site or any content or materials available through the site are free from viruses or other harmful components. The Bakery does not make any representations or warranties about the accuracy, reliability, completeness, or timeliness of the content on the site or about the results of using the site or its content. You acknowledge that the Bakery is not responsible for any errors, omissions, or inaccuracies on the site.

Limitation of Liability.

To the fullest extent permitted by applicable law, the Bakery disclaims all liability for any damages or losses, whether direct, indirect, incidental, special, punitive, or consequential, arising from your use of or inability to use the site or any materials or services offered through the site. This includes, but is not limited to, damages for personal injury, emotional distress, lost profits, or loss of data, even if the Bakery has been advised of the possibility of such damages. Your sole and exclusive remedy if you are dissatisfied with the site or any content is to stop using the site. You assume all risk and responsibility for any loss or damage resulting from your use of the site. If applicable law does not allow for the exclusion of certain warranties or limitations of liability, these exclusions will apply to you only to the extent permitted by law.

Indemnification.

By using this site, you agree to indemnify, defend, and hold harmless the Bakery, its officers, directors, employees, agents, licensors, and affiliates from and against any claims, damages, liabilities, costs, expenses, or fees (including attorneys' fees) arising from or in connection with your use of the site, your breach of these terms, or your violation of any law, regulation, or third-party rights. You agree to cooperate with the Bakery in the defense of any such claims.

Dispute Resolution; Binding Arbitration; No Class Relief.

Please review this section carefully. By agreeing to these terms, you are agreeing to resolve disputes through binding arbitration rather than through court litigation, except where prohibited by law. Arbitration is a process in which a neutral third party will resolve disputes instead of a judge or jury. However, you may file claims in small claims court, provided the court has

jurisdiction and the claims are not part of a class action. By agreeing to arbitration, you waive your right to a jury trial and class action.

In the event of a dispute, you agree to first attempt to resolve the issue informally by contacting the Bakery. If the dispute is not resolved within sixty (60) days, then all disputes, claims, or controversies related to your use of the site or these terms will be resolved through final and binding arbitration conducted by the American Arbitration Association (AAA), under the AAA's Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes. The arbitration will be conducted before a single arbitrator.

You and the Bakery also agree to the following specific terms for arbitration: (a) Claims must be brought in an individual capacity, not as part of a class or representative action. (b) The arbitrator cannot consolidate claims or provide class-wide relief. (c) Each party will bear its own legal costs unless a statute or the arbitrator awards otherwise. (d) Arbitration will be confidential and may not be disclosed except as required by law. (e) The arbitrator may award only individual remedies permitted by applicable law.

Any claim related to this site must be initiated within one (1) year from the event that gave rise to the claim.

Trademarks and Copyrights.

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Your Use of Material.

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Feedback.

The Bakery values your feedback on the site and its services. By submitting feedback, comments, or suggestions to the Bakery, you grant the Bakery a worldwide, transferable, non-exclusive, perpetual, irrevocable, royalty-free license to use, copy, modify, distribute, and create derivative works of the feedback. This license extends to the Bakery's affiliates and partners, who may use the feedback for any purpose related to the Bakery's products and services.

Product Specifications.

We strive to ensure that the descriptions, pricing, and other information provided about our products on this site are accurate. However, we do not guarantee that such information is complete, current, or error-free. In the event of a mistake, the Bakery reserves the right to cancel or refuse orders placed for a product with incorrect pricing or specifications.

Service.

To access this site, you must obtain internet access and may be required to pay any applicable service fees. You are responsible for all equipment necessary to connect to the site, including a computer, mobile device, or other internet access device.

Reservation of Rights.

The Bakery reserves the right to modify, suspend, or discontinue all or any part of the site, including its software, services, and functionality, with or without notice, at any time, for any reason. The Bakery also reserves the right to impose limits on certain features or services, at its sole discretion.

Third-Party Sites.

This site may contain links to third-party websites or services. The Bakery does not control or endorse these third-party sites and is not responsible for their content, accuracy, or privacy practices. Links to third-party sites are provided for your convenience, and you access them at your own risk.

Choice of Law.

These terms and conditions shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its conflict of laws principles. Section 9, which governs arbitration, shall be construed in accordance with the Federal Arbitration Act (FAA).

How to Contact Us.

This site is operated by the Bakery, located at 1104 W Wellesley Ave, Spokane, WA. For any questions or concerns regarding the site or these terms, please contact us at sweetworldcakesbakery@gmail.com.