

# **Terms And Conditions of Use**

## **General**

In order to make your Hasty Pasty experience as enjoyable as possible, please take a few moments to review and familiarize yourself with our policies.

By accessing, browsing or using our site, you acknowledge that you have read, understand and agree to be legally bound by these Terms and Conditions of Use, including our Privacy Provisions. If you do not agree to these Terms and Conditions of Use, please do not use our site. We reserve the right to modify or change our Terms and Conditions.

## **Disclaimer of Warranty**

The Hasty Pasty site and all its contents are provided to you an "As Is" basis without warranties or representations of any kinds, expressed or limited, including, without limitation, warranties or conditions of title or implied warranties of merchantability or fitness for a particular purpose. While we, in good faith, believe that the content of our site is accurate, complete and current, Hasty Pastry neither represents nor warrants that the information on the site is accurate, complete and current. Additionally, pricing and availability information is subject to modification and change without prior notice. Moreover, Hasty Pasty neither represents nor warrants being the author or originator of all recipes used in the Hasty Pastry creations.

## **Disclaimer of Liability**

In no event and under no circumstances will Hasty Pastry be liable for exemplary, indirect, consequential or special damages or any type of damages, including but not limited to, the loss of use, data or profits, without regard to the forms of any action, including, but not limited to contract, negligence, or other tortuous actions, all arising out of or in connection with the use, copying or display of the contents of the Hasty Pastry site.

## **Food Allergens**

We only use premium quality ingredients such as milk (liquid and dry), butter and nuts to create our Hasty Pastry creations. Please contact us if you have questions about the ingredient lists for our Hasty Pastry creations. It is possible that any product could contain trace amounts of ingredients used in other products. These ingredients include, but are not limited to, milk, nuts, butter, wheat, food coloring, as well as other ingredients typically contained in cakes, and products used for decorations made of assorted plastics. If you or the intended recipient are allergic to any of the ingredients and products listed above, we strongly recommend not purchasing or consuming our products. Currently, we do not offer any sugar-free products. Hasty Pastry shall in no way be liable for damages or subject to any type of action as a result of allergic or other type of re-action as a result of consuming Hasty Pastry products.

## **Ordering and Pricing**

We do not accept orders from person less than 18 years of age. If you are using a credit card to place your order, you must have full authority to use such card.

The prices listed on this site are subject to change without notice. In the event a price is listed incorrectly due to typographical error, pricing error or incorrect information received from our suppliers, we reserve the right to refuse or cancel the order either before or after it has been confirmed or before or after the authorized credit card has been charge. If an order is cancelled due to such error, we will promptly contact you and inform you of the reason for such cancellation and provide you with correct information, so you can make a determination about a new order. If your credit card was charged, we will immediately issue a credit to the same card for the amount of the order.

## **Colors and Availability**

The availability of Hasty Pastry creations is subject to change without notice.

As all computer monitors are different, please note that the color of the Hasty Pastry creations will vary and may not be correctly displayed. Please feel free to contact us if you have questions about a particular Hasty Pastry.

## **Payment Terms**

If you place an order from the Hasty Pastry site, you agree to pay the applicable price (unless there is an error – see Ordering and Pricing section) and are responsible for payment of all applicable Sales Tax. All prices are non-refundable. We reserve the right to charge late fees. Also, we reserve the right to seek collection fees, court costs and attorney's fees incurred in the collection of past due amounts.

## **Delivery**

Hasty Pastry will attempt to deliver your order on the requested delivery date. By placing an order from the Hasty Pastry site, you acknowledge the requested delivery dates are non-binding estimates only and that you are not entitled to any claim or action against us for early deliveries or delays. We cannot guarantee time for deliveries. Hasty Pastry is not responsible for items delivered to incorrect address supplied by the customer; unsuccessful deliveries due to recipient not being present at the time of delivery to supplied address; decreased product quality due to re-route requested by customer; and/or product quality problems caused by improper handling by recipient.

## **Cancellation of Orders**

Orders placed on the Hasty Pastry site may not be cancelled once the order has been accepted.

## **Guarantee**

Hasty Pastry guarantees that its creations will be fresh for seven (7) days after delivery. Hasty Pastry's sole and exclusive obligation and your sole and exclusive remedy will be, up to our discretion, replace and deliver an equivalent item as soon as reasonably possible. Any issue with a Hasty Pastry creation should be made within seven (7) days after delivery. If not, you will have waived any and all claims regarding the Hasty Pastry creation.

## **Acceptable Use of The Site**

By using the Hasty Pastry site, you agree that you will not use this site to distribute, transmit or upload any type of computer virus; create or send spam messages or any similar such unsolicited mail; gather, collect or harvest data or information from other users; manipulate the server or site or engage in any other such similar activity. By using the Hasty Pastry site, you agree that violations of the Terms and Conditions of Use and Privacy Policies can subject you to civil and criminal penalties.

## **Single Copy License**

Hasty Pastry will allow its customers to make one copy, by either downloading or copying, text, photographs, images, video, and/or audio contained in this site on a single computer for your personal, non-commercial use only. By using the Hasty Pastry site or downloading or copying of our materials for your personal use, you agree to the Terms and Conditions of use agreement. No right, title or interest in our material downloaded or copied from this site is conveyed to you as a result of any such downloading or copying, and such downloaded or copied material may not be used for any commercial purpose. This is a license, not a transfer of title to our material, and such license is subject to the following restrictions: you may not reproduce, publish, transmit, distribute, perform, display, modify, create derivative works from, sell, rent, or otherwise exploit this site or any of its contents without our prior written permission; you may not post, upload, display or otherwise transmit our materials to another site, including but not limited to, any personal or commercial sites; and you agree to prevent any unauthorized copying of our materials. If you have any questions about the use of our material, please contact us before using said materials. By using the Hasty Pastry site, you agree that violations of the Terms and Conditions of Use can subject you to civil and criminal penalties.

## **Privacy**

Hasty Pastry will vigorously protect any and all personal information you provide to us through ordering (via telephone, email or on-line), as well as any information provided to us when you visit the Hasty Pastry site.

Hasty Pastry does not and will not sell, trade or rent your personal information gathered on our site to others. We will use customer information to fill orders; contact customers about current orders; contact customers about previous orders; send customer

greetings; inform customers of sales, current specials, seasonal specials, promotional specials and other information regarding the Hasty Pastry. We may use customer information to send newsletters or customer surveys regarding Hasty Pastry.

Once you place an order with Hasty Pastry, we will maintain your name, email address, billing address, telephone number(s), and payment information. If you do not complete an order, but visit our site, we may retain your email address for future communication purposes related to Hasty Pastry.

If you contact us via telephone or email address, we will retain such contact information and may use the same information for future communication purposes related to Hasty Pastry.

If you are the third party recipient of an order, we may use your personal information provided by the ordering customer to contact you regarding delivery or customer service. We may also use the same information for future communication purposes related to Hasty Pastry.

Anyone found or known to be attempting to collect, gather or harvest personal customer information from the Hasty Pastry site will be vigorously pursued and subjected to legal action to the fullest extent of the law, including any and all recoverable damage and penalties available.

### **Indemnity**

By using the Hasty Pastry site, you agree to indemnity and hold Hasty Pastry harmless from any loss, liability, claim, action or demand, including, but not limited to damages and attorney's fees, made by any third party, due to or arising out of your use of the Hasty Pastry site.

### **Severability**

If any provisions of the Hasty Pastry Terms and Conditions of Use are found to be invalid, void or unenforceable the remaining provisions will remain valid, enforceable and in full effect. The provision found to be invalid will be deemed modified to be valid and fully enforceable under the law.

**Jurisdiction**

The Hasty Pastry Terms and Conditions of Use agreement is governed by and construed in accordance with the laws of the State of Alabama without giving effect to any principles or conflicts of laws. You agree to bring any claim arising under this Agreement exclusively in the federal courts of the State of Alabama.