

Terms and Conditions

Last updated February 2020

IMPORTANT: ALL CUSTOMERS MUST READ THESE TERMS

Acceptance of Terms and Conditions: Cookin' with Kim.com, Inc., (“us, “we”, or” [www.Cookin' With Kim.com](http://www.Cookin'WithKim.com)“), operates www.cookinwithkim.com, websites, contained within or otherwise available through external hyperlinks within such websites, certain mobile versions and apps of the foregoing, and associated social media outlets (collectively, the “Site”). The terms and conditions contained or referenced herein, our Privacy Policy, and, for services, any additional posted terms and conditions that apply to such services (collectively, the “Terms & Conditions”) apply to your use of the Site, or any of the products or services offered through the Site, including your communications with Cookin' with Kim.com. By using the Site or any of the products or services offered through the Site, you agree to these Terms & Conditions. **If you do not agree to these Terms & Conditions, do not use the Site or any products or services offered through the Site.**

We may update these Terms & Conditions from time to time without notice to you. You agree that it is your responsibility to review the Site and these Terms & Conditions periodically to learn of any modifications. Your continued use of the Site, or any product or service offered through the Site, after the posting of any modifications shall constitute your agreement to be bound by such modified Terms & Conditions.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, YOU MUST EXIT THIS PAGE AND MAY NOT ACCESS OR OTHERWISE USE THIS SITE.

1. INTRODUCTION

This is a summary of Cookin' with Kim. Com terms, conditions and privacy policy that are incorporated into this Agreement. For our complete Terms and Conditions, please read below under “Cookin' with Kim.com Terms and Conditions.”

- Your privacy is important to us and we want to protect it. We will not share your personal information with anyone.
- As a condition of account registration and sign-in, Cookin' with Kim.com requires you give us permission to send you administrative and promotional emails. We will send you information regarding your account activity and purchases as well as updates about our products, services, and promotional offers. You can opt-out of our promotional emails anytime by logging in to your account on Cookin' with Kim.com or by hitting the unsubscribe button at the bottom of any of our email correspondence.
- By placing an Order, you make an offer to us to purchase the products and services you have selected based on the Cookin' with Kim.com Terms and Conditions set forth herein.

Cookin' with Kim.com Terms and Conditions

All Terms and Conditions apply to both the Conditions for Purchase of Services and Cookin' Cash and Conditions for Use of Website.

I. REGISTRATION

In order to purchase, redeem or use any products or services through the Site, or access certain other features of the Site, you may be required to register and select a password and username. If you register, you agree to provide us with accurate and complete registration information, and to inform us immediately of any updates or other changes to such information. You may not select or use a false name, or an email address owned or controlled by another person with the intent to impersonate that person or use as a username a name that is subject to any rights of a person other than you without proper authorization.

As a condition of account registration, we require that you allow us to send you informational and promotional emails. This is required so we can provide you with a convenient way to access to your orders, view your past purchases, review your shopping cart, and modify your preferences. You may opt out of promotional emails at any time by unsubscribing- however, you'll miss out on great promotions, tips and tricks!

You are fully responsible for all activities that occur under your username and password, whether you authorize such activities. It is your sole responsibility to maintain the confidentiality of your password. You shall immediately notify us of any unauthorized use of your account. We reserve the right to refuse registration of, or cancel a username, for any reason in our sole discretion.

II. PURCHASE OF PRODUCTS AND SERVICES

By engaging in a transaction, including placing an order, which is your offer to us to purchase the Cookin' with Kim.com products or services, or paying for the Cookin' with Kim.com products or services you have selected, your activity is governed by these Terms & Conditions.

2. Definitions

As used herein:

“Cookin Cash” refers to all Cookin' with Kim- Gift Certificates, Cookin' with Kim.com coupons including codes or numbers associated therewith.

“Specials by Cookin' with Kim.com” is a promotional offer to purchase the goods or services offered which may include a Cookin' with Kim.com product and/or third-party merchant product.

3. Pricing and Availability

Cookin' with Kim.com does not guarantee availability of any Promotional Certificates on our Website and reserves the right to modify or discontinue any Promotional

Certificates at any time. All Promotional Certificates are subject to change, and the pricing of Promotional Certificates may vary. Cookin' with Kim.com reserves the right to cancel any order due to an error. Limited quantities of certain Promotional Products may be available, and any offers are good only while supplies on the Website, last.

The following provisions apply to all Promotional Certificates (i.e., Cookin' with Kim Specific Certificates, Cookin' with Kim.com Cookin' Cash Gift Cards). Additional Terms and Conditions apply to each as stated herein.

- Cookin' Cash of any kind (i) are not redeemable for cash.
 - (iii) cannot be returned for a refund, (iv) may not be applied to previously placed orders, (v) cannot be combined with other promotions or offers, and (vi) are for personal (non-commercial) use only.
 - The unauthorized reproduction, resale, modification, or trade of Cookin' Cash Certificates is prohibited and may result in their cancellation, and potential suspension or termination of your account.
 - Cookin' with Kim.com is not responsible for lost, stolen, damaged or undeliverable Cookin' Cash Certificates, including those that may be lost in transmission.
 - Cookin' Cash Gift Certificates have a **1-year** expiration date from date of purchase.
 - We do not guarantee the availability of any particular Cookin' with Kim menu item and reserve the right to modify all aspects of available Cookin' with Kim Specific Certificates, meals, and classes.
 - Cookin' with Kim Specific Certificates may not be used for taxes, tips, shipping and handling, prior balances, merchandise or gift cards.
 - Cookin' with Kim.com Gift Cards have no additional fees.
4. Coupons by Cookin' with Kim.com

By purchasing, using or attempting to use a Specials by Cookin' with Kim.com offer, you agree to (i) these Terms & Conditions.

III. CLASSES/CAMPS

You agree to be responsible for yourself and your actions in the kitchen, adhering to all safety precautions when handling any and all equipment in the kitchen. You will indemnify and hold Cookin' with Kim.com and our Affiliates harmless from and against any demands, loss, liability, claims, damages or expenses.

5. Classes and/or camps require preparation and purchasing supplies in advance, as such **if cancellation notice is 48 hrs. or greater the full class purchase price will be refunded. However, in the event of LESS than 24 hrs notice 25% of class purchase price will be charged for administrative costs. No shows will forfeit full class price.**

6. **PHOTOS:** all photos taken during class of student are subject to use on social media and all promotional; products and advertising for www.cookinwithkim.com

IV. MEAL PICK UP

Orders placed must be picked up at designated times. If unable to pick up, contact us via phone or text as soon as possible.

Orders not picked up on pre-arranged scheduled day and time with no attempt to contact us will **forfeit the purchase price** since meals are not kept past the order date unless contacted for arrangement.

V. CATERING

1. **Deposit;** A non-refundable 10% deposit is required at the time of signing in order to secure the date of the function.
2. **Payment:** Final payment for a function is due on or before the function date unless prior arrangements have been made. Payment may be made by Venmo, Zelle, cash, check, Credit card payments, 4% service fee on cards and will be accepted.
3. **Final Count:** Cookin' with Kim requires a final count of attendees seven (7) days prior to the date of the function. After this confirmation, we regret that we cannot accommodate any drop in count. We will attempt to accommodate any reasonable increases.
4. **Damages** The client is responsible for any loss of or damage to equipment owned by Cookin' with Kim that is caused by function attendees.
5. **Liability** Cookin' with Kim does not accept liability for any delay or failure to provide services as a result of circumstances beyond its reasonable control (extreme weather conditions, failure of power supply, lock out, etc.).
6. **Leftover Food** Cookin' with Kim will take any remaining uneaten food items and package for the client. Cookin' with Kim will not be responsible for any illness, injuries, losses, or damages arising from post- function consumption of leftover food or beverage items.
7. **Cancellation:** Once a function has been booked, Cookin' with Kim makes appropriate arrangements, purchases, and may refuse other clients who wish to book on the same day. Therefore, charges will be incurred for cancellations or postponements of confirmed events within seven (7) days of the function.
8. **Overtime:** In the event that a function runs over the agreed upon and scheduled time frame, Cookin' with Kim will bill the client for service overtime.

V. CREDIT CARD PURCHASES

Use of credit cards will incur an additional 4% service charge to order.

VI. SAFETY

We take every precaution to ensure safe handling while cooking and serving, as well as diligence when describing the food. However, we will not be held responsible for disliking the food, eating too much, or for not being the sharing kind. We are not responsible for allergic reactions, exposure to Gluten, or any accidents that may occur during one of our classes/camps whether it was negligence or not.

VII. CONDITIONS FOR USE of WEBSITE

Your Use of the Site

You may use the Site solely for your personal, non-commercial use. Your use of the Site is subject to all applicable laws and regulations.

You acknowledge that, although the Internet is often a secure environment, sometimes there are interruptions in service or events that are beyond the control of Cookin' With Kim.com and Cookin' with Kim.com shall not be responsible for any data lost while transmitting information on the Internet. While it is Cookin' with Kim. Com's objective is to make the Site accessible 24 hours per day, 7 days per week, the Website may be unavailable from time to time for any reason including, without limitation, routine maintenance. Cookin' with Kim.com shall have the right at any time to change or discontinue any aspect or feature of Cookin' with Kim.com, including, but not limited to, content, hours of availability, transmission speed and requirements for access or use.

Without limiting the generality of any other provisions of these Terms & Conditions, you may not:

- use any “deep-link”, “page-scrape”, “robot”, “spider”, or other automatic device, program, algorithm, or methodology, or any manual process to access, acquire, copy, or monitor any portion of the Site or any Cookin' with Kim.com Content or User Content (Cookin' with Kim.com Content and User Content, collectively, “Content”) or obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Site.
- attempt to gain unauthorized access to any portion of the Site or any Content, or any systems or networks connected to the Site, by hacking, password “mining”, or any other illegitimate means.
- reverse look-up or trace any information of any other Site user or otherwise use the Site for the purposes of obtaining information of any other Site user.
- use any device, software, or process to interfere with, or attempt to interfere with, the proper working of the Site or any Content, or any systems or networks connected to the Site, or with any other person's use of the Site.
- remove any copyright, trademark, or other proprietary rights notice contained in or on the Site.

- use the Site or any Content for any purpose that may directly or indirectly be competitive or potentially competitive with Cookin' with Kim.com; or
- use the Site or any Content for any purpose that is unlawful or prohibited by these Terms & Conditions.
- Content; Ownership

Cookin' with Kim.com Content. "Cookin' with Kim.com Content" means all text, graphics, user and visual interfaces, photographs, trademarks, logos, sounds, music, artwork, applications, computer code and associated documentation found on or associated with the Site other than User Content (defined below) including but not limited to the Site as a collective work, the design, structure arrangement and "look and feel" of the Cookin' with Kim.com Content. Cookin' with Kim.com Content is owned by or licensed to Cookin' with Kim.com and is protected by copyright, trademark, and other intellectual property rights and laws. Except as expressly provided in these Terms & Conditions, no Cookin' with Kim.com Content may be copied, reproduced, sold, republished, transmitted, displayed, reposted, or otherwise distributed for public or commercial purposes. Nothing contained in these Terms & Conditions shall be deemed to grant to you or any other user any rights, title, or interest in or to any copyright, trademark, or other proprietary right of ours or any of our licensors.

User Content. "User Content" means any content, including any text, images, photos, audio, video, and all other forms of data or communication that a user provides or submits to us or our affiliates in any way including all social media, survey responses and Ratings and Reviews. User Content does not include any Cookin' with Kim.com Content. As between you and us, subject to any licenses and rights expressly granted herein, any User Content posted by you is owned by you.

License to Cookin' with Kim.com: You are solely responsible for your User Content. By providing User Content you hereby grant, and represent, and warrant that you have all rights and authority necessary to grant, (i) Cookin' With Kim.com and our affiliates, a perpetual, irrevocable, non-exclusive, transferable, royalty-free, fully sublicensable, fully paid-up, worldwide license and right to use, modify, copy, reproduce, publish, distribute, publicly perform or display, adapt, translate, create derivative works, archive, store, upload, share, post, sublicense, or otherwise make available, such User Content in any form and through any media of any kind now known or later developed, for any purpose, with or without attribution, and (ii) subject to the restrictions set forth in these Terms & Conditions, all users a perpetual, irrevocable, non-exclusive, royalty-free license and right to use, such User Content for each such user's personal, non-commercial use. You hereby irrevocably waive and assign to us any and all moral rights you may have in or with respect to any User Content you provide to us.

If you submit any idea or expression of ideas within your User Content (an "Idea"), you further agree as follows:

- to the best of your knowledge, the Idea represents your original work, you have all necessary rights to disclose the Idea to us and doing so, and our use of the Idea, will not infringe upon any third party.
- your disclosure of your Idea does not establish a confidential relationship with us or obligate us to treat the Idea as confidential.
- we have no obligation, whether express or implied, to develop or use your Idea and no compensation is due to you or anyone else for any use of that Idea, related Ideas, or ideas derived from your Idea; and
- Except to the extent these terms are superseded by a separate written agreement signed by you and Cookin' with Kim.com, you hereby irrevocably release and discharge Cookin' with Kim.com and its affiliates from all actions, causes of actions, claims, damages, liabilities, and demands, whether absolute or contingent, which you now have or hereafter may have against Cookin' with Kim.com and its affiliates with respect to the Idea.

Restrictions on User Content: Without limiting the generality of any other provisions of these Terms & Conditions, you may not post, upload, or transmit any User Content that:

- is offensive, threatening, illegal, harmful, tortuous, abusive, defamatory, obscene, vulgar, hateful, that infringes any third party right, or is otherwise objectionable.
- promotes illegal activities or conduct that is offensive, threatening, harmful, tortuous, abusive, defamatory, obscene, vulgar, hateful, or is otherwise unlawful.
- is false, misleading, or defamatory.
- is protected by copyright, trade secret, or subject to any other third party intellectual property rights or privacy rights unless you are the owner of such rights or you have the express permission from the rightful owner of such rights to upload, post, or submit such content and to grant us all the rights granted herein.
- provides personal data such as telephone numbers, home or e-mail addresses, full names or last names unless you have the explicit permission of the subject of such personal data (including any photos of any children under the age of 13 without the express permission of the child's parent or guardian).
- involves the transmission of unsolicited mass mail, spam, junk mail, or otherwise interferes with other users' enjoyment of the Site.
- falsely states or implies that such content is sponsored or endorsed by us or our affiliates.
- contains restricted or password-only access pages or hidden pages or images.
- involves commercial activities or sales without our express prior written consent; or
- involves sending or otherwise making available any material that contains viruses, Trojan horses, worms, time bombs, or any other similar software that may damage the operation of Cookin' with Kim. Com's or any third-party web provider's servers, computers, or networks.

We assume no responsibility for monitoring any of the User Content and have no obligation to review the User Content. In addition, we do not guarantee the accuracy, integrity, or quality of the User Content. Nonetheless, we reserve the right, always and for any reason whatsoever, to edit or remove any User Content, as well as selectively publish certain User Content (such as positive User Content).

The foregoing provisions apply equally to and are for the benefit of Cookin' with Kim.com, its subsidiaries, affiliates and its third-party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

9. Copyright and Trademarks

Cookin' with Kim.com

Cookin' with Kim.com Content is owned by or licensed to Cookin' with Kim.com and is protected by copyright, trademark, and other intellectual property rights and laws. Except as expressly provided in these Terms & Conditions, no Cookin' with Kim.com Content may be copied, reproduced, sold, republished, transmitted, displayed, reposted, or otherwise distributed for public or commercial purposes. Nothing contained in these Terms & Conditions shall be deemed grant to you or any other user any rights, title, or interest in or to any copyright, trademark, or other proprietary right of ours or any of our licensors.

Without limiting the generality of any other provisions of these Terms & Conditions, you may not post, upload, or transmit any User Content that is protected by copyright, trade secret, or subject to any other third-party intellectual property rights or privacy rights unless you are the owner of such rights or you have the express permission from the rightful owner of such rights to upload, post, or submit such content and to grant us all the rights granted herein.

The foregoing provisions apply equally to and are for the benefit of Cookin' with Kim.com, its subsidiaries, affiliates and its third-party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

10. Disclaimer of Warranty; Limitation of Liability.

THE SITE, ALL CONTENT, AND ALL PRODUCTS AND SERVICES ACCESSIBLE OR AVAILABLE THROUGH THE SITE ARE PROVIDED OR MADE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, CURRENTNESS, FREEDOM FROM INTERRUPTION OR ERROR, VIRUSES OR OTHER DEFECT, AND NON-INFRINGEMENT. YOUR USE OF THE SITE AND OF ANY CONTENT, WHETHER COOKIN' WITH KIM.COM CONTENT OR USER CONTENT, IS ENTIRELY AT YOUR OWN RISK.

YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH US IS TO DISCONTINUE YOUR USE OF THE SITE. IN NO EVENT SHALL WE OR OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR CONTENT PROVIDERS (OUR "AFFILIATES") BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES RESULTING FROM THE USE OR INABILITY TO USE THE SITE OR THE CONTENT OR THE PRODUCTS OR SERVICES ACCESSIBLE OR AVAILABLE THROUGH THE SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE OR OUR AFFILIATES ARE ADVISED ON THE POSSIBILITY OF SUCH DAMAGES.

11. Privacy.

Still reading? Wow, impressive. Just know we appreciate your business and will never share your information without asking you first.

12. Indemnification.

You agree to defend, indemnify, and hold Cookin' With Kim.com and Our Affiliates harmless from and against any demands, loss, liability, claims, damages or expenses (including reasonable attorneys' fees and costs), made against us by any third party due to, arising out of, or related to (i) your access to the Site, (ii) your use of the Site, (iii) any User Content posted, uploaded or transmitted by you, (iv) your use or distribution of any User Content, (v) your violation of these Terms & Conditions, (vi) any use of your user name by you or any third party, or (vii) the infringement or other violation by you, or any third party using your account or user name, of any intellectual property or other right of any person

13. Termination.

In addition to exercising other remedies that may be available, we may, at any time, terminate your account or suspend or prohibit your access to the Site without prior notice to you for violating any of these Terms & Conditions or for any other reason whatsoever.

14. Links.

We may provide links to third party websites. We do not recommend or endorse the content of any third-party websites. We are not responsible for the content of linked third-party websites and we do not make any representations regarding their content or accuracy. Your use of third-party websites, including, without limitation, your submission of content to such websites, is at your own risk and subject to the terms and conditions of use for such website. Unless you have executed a written agreement with Cookin' with Kim.com expressly permitting you to do so, you may link to the Site.

15. Notices

We may send you notice with respect to the Site by sending an email message to the email address listed in your account, by sending a letter via postal mail to the contact address listed in your account, or by posting on the Site. Notices shall become effective immediately. Any notices will be deemed delivered to the party receiving such communication (i) one business days after deposit with an overnight carrier, (ii) three business days after mailing date if sent by postal mail, (iii) the date we post the notice to the Site, or (iv) the date of transmittal if sent via email.

16. Governing Law, International Use

These Terms & Conditions will be governed by and construed in accordance with the internal laws of the State of Texas, without regard to its conflicts of law provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Harris County, Texas, and waive any objection to such jurisdiction or venue.

Although the Site may be accessible worldwide, we make no representation that materials on the Site are appropriate or available for use in locations outside the United States and accessing the Site from territories where its use is illegal is prohibited.

17. Entire Agreement

These Terms & Conditions represent the entire agreement between you and us with respect to the subject matter addressed herein and supersedes all prior to contemporaneous agreements or understandings, written or oral. These Terms & Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and lawful assigns.

18. Waiver.

Any failure by Cookin' with Kim.com to enforce or exercise any provisions of these Terms & Conditions shall not constitute a waiver of that right or provision. Our failure to act with respect to a breach by you or others does not waive our rights to act with respect to subsequent or similar breaches.

19. Attorneys' and Accountants' Fees

In any action to enforce these Terms & Conditions, the prevailing party shall be entitled to attorneys' and accountants' fees and costs, in addition to such other damages as may be awarded.

20. Digital Millennium Copyright Act

If you believe any User Content or any other aspect of the Site infringes your copyright, you should send written notice of copyright infringement to our designated copyright agent at the address below. Your notice must meet the requirements of the Digital Millennium copyright Act by providing the following information:

- a description of the copyrighted work that you claim has been infringed.

- a description of where the material that you claim is infringing is located on the Site.
- your address, telephone number, and e-mail address.
- a statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright at issue.

The address of our copyright agent for notice of claims of copyright infringement on the Site is as follows:

Copyright Agent

Cookin' With Kim.com

15818 Mueschke Road, Cypress, TX 77433

Attention: Copyright Infringement

21. Miscellaneous.

The section headings used herein are for convenience only and shall be of no legal force or effect. If any provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the enforceability of any other provisions contained in this Agreement and the remaining portions of this Agreement shall continue in full force and effect.

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