

## **TERMS AND CONDITIONS**

### **Welcome to Creatiff Cakepops!**

These are the terms and conditions for:

<https://creatiffcakepops.com>

<https://mindcake.mn.co>

(Hereby “Creatiff Cakepops”).

Your use of the Creatiff Cakepops website and purchase of the products (hereby "products") on such website, means that you agree to these terms and conditions as set out below (hereby "Terms").

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE ACCESSING, USING OR OBTAINING ANY MATERIALS, INFORMATION OR PRODUCTS.**

### **ELIGIBILITY**

You may use the website and purchase the products only if you can form a binding contract with Creatiff Cakepops, and only in compliance with these terms and all applicable local, state, national, and international laws, rules, and regulations.

The use of this website for children under 13 years is prohibited and older children should be supervised and given appropriate guidance in their use of our services. It is the responsibility of parents and legal guardians to determine whether any of the content and products are appropriate for their child.

By using the website and purchase the products and subscriptions, you represent and warrant that you have the full right, power and authority to enter into these terms and to fully perform all of your obligations hereunder. You further represent and warrant that you are under no legal disability or contractual restriction that prevents you from entering into these terms.

### **SHOPPING ON THE WEBSITE**

When you order a product (custom detailed cake pops), you offer to buy the product for the price advertised and indicated on the website at the time of purchase. Please check correctly the variants and features of the products before ordering. If the product is not available, the user will be informed of the website by email or phone.

Creatiff Cakepops may cancel any sale and not supply products if it is reasonable to do so and may change or discontinue availability of products at any time in her sole discretion. If an order is cancelled, any payment made for the products will be refunded in full. This does not affect your statutory rights.

All new orders are considered separately and each is treated individually.

### **SUBSCRIPTIONS**

Creatiff Cakepops offers subscriptions through the website <http://mindcake.mn.co> and trademark of Mind Cake Vault™ . When you place an order for a subscription, you are offering to buy the subscription for the advertised price declared on the website, in accordance with the features and benefits offered. Please check the price and characteristics of the subscription, before placing an order.

When a website user with the intent to purchase a subscription on the website, places an order online, Creatiff Cakepops will send that user an email to confirm that the order for the subscription purchased has been received. This email confirmation will be produced automatically so that the user has confirmation of their subscription details.

Creatiff Cakepops may cancel any sale and not supply services if it is reasonable to do so and may change or discontinue the availability of the subscriptions at any time at its sole discretion. If an order is cancelled, the payment will be refunded for the month of subscription that was active at that time as long as the request was sent as stated in the Refund Policy terms. This does not affect your Statutory Rights.

### **AUTOMATIC RENEWAL**

Subscription may include automatic recurring payments for periodic charges on the date in which the subscription was purchased. You authorize Creatiff Cakepops to renew your subscription and to be charged periodically and progressively. The Subscription Billing Date” is the date when you purchase your first subscription. Your account will be charged automatically on the Subscription Billing Date all applicable fees for the next subscription period. The subscription will continue unless and until you cancel your subscription or we terminate it. You must cancel your subscription before it renews in order to avoid billing of the next periodic Subscription Fee to your account. We will bill the periodic Subscription Fee to the payment method you provide to us during registration.

### **PRICES**

Creatiff Cakepops reserves the right to determine the price for the products and subscriptions. Creatiff Cakepops will make reasonable efforts to keep the price information published on the website up to date. We encourage you to check our website periodically for current pricing information. Will always try to make sure that the prices on the website is accurate. However, some errors in terms of price may occur from time to time, including but not limited to human error, mechanical error or the like. Should an error in pricing be discovered, the User will be informed of such error.

### **PAYMENTS**

Subscriptions will be paid through "PayPal" and “Stripe” (payment platforms available via Creatiff Cakepops or Mind Cake Vault™ ). Your payment information will be treated and safeguarded with total security and with the exclusive purpose of processing the purchase of the subscriptions. Creatiff Cakepops reserves the right to contract any payment platform available in the market, which treats your data for the exclusive purpose of processing the purchase of the products.

### **PRODUCT DESCRIPTIONS**

Creatiff Cakepops attempts to be as accurate as possible. However, Creatiff Cakepops does not warrant that product descriptions, product prices or other content of this website is accurate, complete, reliable, current, or error-free.

## **ACCOUNT AND SECURITY**

If you register on Creatiff Cakepops websites, you will be required to choose a password and username, and you may be asked for additional information regarding your account, such as your e-mail address and name. You are responsible for maintaining the confidentiality of your password and account information, and are fully responsible for all activities that occur under your password or account. You agree to (a) immediately notify Creatiff Cakepops of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you log out from your account at the end of each session. You may never use another User's account without prior authorization from Creatiff Cakepops. Creatiff Cakepops will not be liable for any loss or damage arising from your failure to comply with this Agreement.

By providing Creatiff Cakepops your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings page. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

## **ACCOUNT DELETION AND TERMINATION**

The users may terminate their Accounts any time, for any reason, by following the instructions on Creatiff Cakepops. That termination will only result in the deletion of the Account and the deletion of all the personal data granted to Creatiff Cakepops.

Creatiff Cakepops reserves the right to terminate your Account or your access immediately, with or without notice to you, and without liability to you, if Creatiff Cakepops believes that you have breached any of these terms, furnished Creatiff Cakepops with false or misleading information, or interfered with use of the platform, website or the service by others.

## **INFORMATION & EARNINGS DISCLAIMER**

The information contained in this website and the resources available through it are for educational and informational purposes only. We do not warrant that the information available on the website is accurate, complete or current. The content of this website and the services is provided as general information and should not replace any professional, legal, or medical help, assistance or advice. The users are solely responsible for the use of the information obtained through the services of Creatiff Cakepops.

By using Creatiff Cakepops website, you agree that Creatiff Cakepops has not made any guarantees about the results or income earnings of taking any action, whether recommended on this website or not. Creatiff Cakepops provides educational and informational resources that are intended to help users of this website succeed in their

businesses. You nevertheless recognize that your ultimate success or failure will be the result of your own efforts, your particular situation, and innumerable other circumstances beyond the control of Creatiff Cakepops.

The use of our information and services should be based on your own due diligence and you agree that Creatiff Cakepops is not liable for any success or failure of your business that is directly or indirectly related to the purchase and use of our information and services advertised on this website.

### **REFUND POLICY**

By Creatiff Cakepops or Mind Cake Vault™'s discretion, refunds may be honored on a case by case basis in the form of email and invoice documentation via Stripe or PayPal. Otherwise, custom services are non-refundable and may be eligible only for service credits as stated in Creatiff Cakepops business policies. Membership/subscription services are not eligible in any circumstances for a refund once the paying party has had access to the content and/or deliverables have been received and consumed, unless requested within 48 hours of subscription purchase to mindcakevault@gmail.com, in which the member account will immediately be refunded and removed. In the case that member terms, as stated within the community, are violated, the member's account is not eligible for refund and will be notified via email by creatiffcakepops@gmail.com. Creatiff Cakepops/Mind Cake Vault™ are not liable for any loss of profit or compensation due to the refund or substitute services or products. Creatiff Cakepops/Mind Cake Vault™ reserves the right to refuse future services due to the nature of the refund.

### **GENERAL COPYRIGHT**

All content included on websites under the brand of Creatiff Cakepops, such as text, graphics, logos, button icons, images, video, audio clips, data compilation, and software, is the property of Creatiff Cakepops, its merchants, or its content suppliers and protected by international copyright laws. The compilation of all content on this site is the exclusive property of Creatiff Cakepops and protected by international copyright laws. All software used on this site is the property of Creatiff Cakepops or its software suppliers and protected by international copyright laws.

You have no authorization to copy, transmit, distribute, display, republish, post, use for monetary gains, or upload from our website in any way without our prior written approval, or stated otherwise on our site. You may print a copy of our site's content strictly for personal use only. By doing so, you also consent not to directly or indirectly change or remove any copyright, trade name, service mark, trademark, or any other proprietaries shown on any of our content. Any alterations, sharing of paid content, or use of content outside the guidelines of this Terms and Conditions violates intellectual property rights. By accessing our website, you do not own any rights or titles to our content or other intellectual properties.

### **COPYRIGHT COMPLAINTS**

Creatiff Cakepops respects the intellectual property of others, and expects users to do the same. If you believe, in good faith, that any materials provided on or in connection with the Creatiff Cakepops website infringe upon your copyright or other intellectual property right, please send the following information to:

1. Identification of the intellectual property right that is allegedly infringed. All relevant registration numbers, or a statement concerning the ownership of the work, should be included.
2. A statement specifically identifying the location of the infringing material, with enough detail that Creatiff Cakepops may find it on the Creatiff Cakepops website. Please note: it is not sufficient to merely provide a top-level URL.
3. Your name, address, telephone number and e-mail address.
4. A statement by you that you have a good faith belief that the use of the allegedly infringing material is not authorized by the owner of the rights, or its agents, or by law.
5. A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf.
6. An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

### **CREATIFF CAKEPOPS RESPONSIBILITIES**

Creatiff Cakepops is responsible for the delivery of the paid products as listed on your receipt. Any discrepancies between payment the product should immediately be noted and sent to [creatiffcakepops@gmail.com](mailto:creatiffcakepops@gmail.com).

Because of the nature of the Internet Creatiff Cakepops provides and maintains the website on an "as is", "as available" basis and makes no promise that use of the website will be uninterrupted or entirely error free. We are not responsible to you if we are unable to provide our Internet services for any reason beyond our control.

Our website may from time to time contain links to other web sites which are not under the control of and are not maintained by us. These links are provided for your convenience only and we are not responsible for the content of those sites.

Except as provided above we can give no other warranties, conditions or other terms, express or implied, statutory or otherwise and all such terms are hereby excluded to the maximum extent permitted by law.

You will be responsible for any breach of these terms by you and if you use the website in breach of these terms you will be liable to and will reimburse, Creatiff Cakepops for any loss or damage caused as a result.

These terms above shall not limit any rights you might have as a consumer that may not be excluded under applicable law nor shall they exclude or limit Creatiff Cakepops liability for death or personal injury resulting from its negligence nor any fraudulent representation.

Creatiff Cakepops will not be liable in any amount for failure to perform any obligation under this agreement if such failure is caused by the occurrence of any unforeseen event beyond its reasonable control including without limitation Internet outages, communications outages, fire, flood, war or act of God.

These terms do not affect your statutory rights as a consumer which are available to you.

Subject as aforesaid, to the maximum extent permitted by law, Creatiff Cakepops excludes liability for any loss or damage of any kind howsoever arising, including without limitation any direct, indirect or consequential loss whether or not such arises out of any problem you notify to Creatiff Cakepops and Creatiff Cakepops shall have no liability to pay any money by way of compensation, including without limitation all liability in relation to:

- Any incorrect or inaccurate information on Creatiff Cakepops website.
- Any interruptions to or delays in updating Creatiff Cakepops website.
- The infringement by any person of any Intellectual Property Rights of any third party caused by their use of the website or any Product purchased through the website.
- Any loss or damage resulting from your use or the inability to use the web site or resulting from unauthorized access to, or alteration of your transmissions or data in circumstances which are beyond our control.
- Any loss of profit, wasted expenditure, corruption or destruction of data or any other loss which does not directly result from something we have done wrong.
- Any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by persons accessing or using content from the website, or from transmissions via emails or attachments received from Creatiff Cakepops.
- All representations, warranties, conditions and other terms which but for this notice would have effect.

### **THIRD PARTY WEBSITES**

Through your use of the Creatiff Cakepops website and services you may encounter links to third party sites or be able to interact with third party sites. Such third parties may charge a fee for use of certain content or services provided on or by way of their websites. Therefore, you should make whatever investigation you feel is necessary or appropriate before proceeding with any transaction with any third party to determine whether a charge will be incurred. Where Creatiff Cakepops provide details of fees or charges for such third-party content or services, such information is provided for convenience and information purposes only. Any interactions with third party sites and apps are at your own risk. You expressly acknowledge and agree that Creatiff Cakepops are in no way responsible or liable for any such third-party sites.

### **INDEMNIFICATION**

You agree to defend and indemnify Creatiff Cakepops and any of their directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- Your breach of this Agreement or the documents referenced herein.
- Your violation of any law or the rights of a third party.
- Your use on the Creatiff Cakepops websites and services.

### **ELECTRONIC COMMUNICATIONS**

No responsibility will be accepted by Creatiff Cakepops for failed, partial or garbled computer transmissions, for any computer, telephone, cable, network, electronic or internet hardware or software malfunctions, failures, connections, availability, for the acts or omissions of any service provider, internet accessibility or availability or for traffic congestion or unauthorized human act, including any errors or mistakes.

## **CHANGES AND TERMINATION**

We may change the website and these Terms at any time, in our sole discretion and without notice to you. You are responsible for remaining knowledgeable about these Terms. Your continued use of the website constitutes your acceptance of any changes to these Terms and any changes will supersede all previous versions of the Terms. Unless otherwise specified herein, all changes to these Terms apply to all users take effect. Furthermore, we may terminate this agreement with you under these Terms at any time by notifying you in writing (including by email) or without any warning.

## **PERSONAL DATA**

Any personal information you post on or otherwise submit in connection with the purchase of products will be used in accordance with our Privacy Policy. Please refer to our Privacy Policy.

Our Privacy Policy is written according to the California Online Privacy Protection Act (CalOPPA – U.S regulation) and the GDPR (General Data Protection Regulation - European regulation).

## **INTEGRATION CLAUSE**

This Agreement together with the Privacy Policy and any other legal notices published by Creatiff Cakepops, shall constitute the entire agreement between you and Creatiff Cakepops concerning and governs your use of the website.

## **HEADINGS**

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These terms set forth the entire understanding and agreement between us with respect to the subject matter therein.

## **FINAL PROVISIONS**

These terms are governed by the laws of the State of Virginia, United States. Jurisdiction and courts of law to resolve any claims or disputes in connection with these terms and the services provided by Creatiff Cakepops shall be located at: Virginia Beach, Virginia - United States.

Use of our website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this paragraph.

Our performance of these Terms is subject to existing laws and legal process, and nothing contained in these Terms limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of our website or information provided to or gathered by us with respect to such use.

If any part of these Terms is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision of these Terms at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

Any rights not expressly granted herein are reserved.

## **CONTACT INFORMATION**

If you have questions or concerns about these terms, the products or the service, please contact us at:

**[creatiffcakepops@gmail.com](mailto:creatiffcakepops@gmail.com)**

**(757)849-0440**