Terms of Use

Last modified: February 2, 2026

Acceptance of the Terms of Service and Terms of Sale

These Terms of Use include Terms of Service and Terms of Sale and are collectively referred to as "Terms". These Terms are entered into between You and Artisan Sweet Inc. The Terms, together with any documents they expressly incorporate by reference, govern Your access to and use of any content, functionality, and services offered on or through the website of Artisan Sweet Inc. accessible through www.artisansweet.com (collectively, the "Website" or "Site").

Please read these Terms carefully before you start using use the Website. By using the Website, you accept and agree to be bound and abide by these Terms outlined below, and our Privacy Policy, found at PRIVACY POLICY. If you do not agree to these Terms of Use, Terms of Sale or Privacy Policy, do not access or use the Website.

Changes to the Terms

We may change these Terms from time to time. All changes are effective immediately when we post them. However, any changes to the dispute resolution provisions in Governing Law will not apply to any disputes the parties have actual notice about on or before the date the change is posted on the Website. Your continued use of the Website following the posting of changes to these Terms means that you accept and agree to those changes.

Definitions

For the purposes of these Terms:

- "Affiliate" means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- "Account" means a unique account created for You to access our Service or parts of our Service.
- "Company" (referred to as either "the Company", "We", "Us" or "Our" in these Terms of Service Agreement) refers to Artisan Sweet Inc.
- "Country" refers to the United States of America.
- "Content" refers to content such as text, images, or other information that can be posted, uploaded, linked to or otherwise made available by You, regardless of the form of that content.
- "Device" means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- "Feedback" means feedback, innovations or suggestions sent by You regarding the attributes, performance or features of our Service.
- "Terms of Service" (also referred as "Terms") mean these Terms of Service that form the entire agreement between You and the Company regarding the use of the Service.

- "Third-party Social Media Service" means any services or content (including data, information, products or services) provided by a third-party that may be displayed, included or made available by the Service.
- "You" means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Terms of Service

Accessing the Website and Account Security

We may withdraw or change this Website, and any service or material we provide on this Website, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for making all arrangements necessary for you to access the Website and ensuring that all persons who access the Website through your internet connection are aware of these Terms of Service and comply with them.

To access the Website, or some of the resources it offers, you may be asked to provide certain details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide on this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy at PRIVACY POLICY, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You must treat your username, password, and any other item of information which is part of our security procedures as confidential, and you must not disclose them to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to any portion of this Website using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session.

We may disable any username, password, or other identifier, at any time in our sole discretion for any or no reason.

Intellectual Property Rights

The Website, including its entire contents, features, and functionality (including, but not limited to, all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by us, our licensors, or other providers of such material, and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Service permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly

perform, republish, download, store, or transmit any of the material on the Website (the "Materials"), except as follows:

-Your computer may temporarily store copies of the Materials in RAM incidental to your accessing and viewing of those materials.

-You may store files that are automatically cached by your Web browser for display enhancement purposes.

-You may download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

-If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

-If we provide social media features with certain content, you may take such actions as are enabled by these features.

You must not:

-Modify copies of any Materials.

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

-Delete or alter any copyright, trademark, or other proprietary rights notices from copies of the Materials.

-Access or use for any commercial purposes any part of the Website, or any services or the Materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of these Terms of Service, your right to use the Website will end immediately and you must, at our option, return or destroy any copies of the Materials you have made. No right, title, or interest in or to the Website, or any content on the Website, is transferred to you. All rights not expressly granted to you under these Terms of Use are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

Our company name, the trademarks, and all related names, logos, product and service names, designs, and slogans, are our trademarks, or the trademarks of our licensors. You must not use these marks, names, logos, product and service names, designs, and slogans without our prior written permission. All other marks, names, logos, product and service names, designs, and slogans on the Website are trademarks of their respective owners.

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Website:

-In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the U.S. or other countries).

-For the purpose of exploiting, harming, or attempting to exploit or harm, minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

-To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards.

-To transmit, or procure the sending of, any advertising or promotional material without our prior written consent including any "junk mail," "chain letter," "spam," or any other similar solicitation.

-To impersonate, or attempt to impersonate, us, our employees, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

-To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm us or users of the Website, or expose them to liability.

Additionally, you agree not to:

-Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

-Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the Materials on the Website.

-Use any manual process to monitor or copy any of the Materials, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.

-Use any device, software, or routine that interferes with the proper working of the Website.

-Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

-Attempt to gain unauthorized access to, interfere with, damage, or disrupt any part of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.

-Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

-Otherwise attempt to interfere with the proper working of the Website.

User Contributions

The Website may contain message boards, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website.

All User Contributions must comply with the Content Standards in these Terms of Service. Any User Contribution you post to the Website will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our licensees, successors, and assigns a right and license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

-You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our service providers, and each of their respective licensees, successors, and assigns.

-All of your User Contributions do and will comply with these Terms of Service.

-You understand and acknowledge that (a) you are responsible for any User Contributions you submit or contribute, and (b) you, not us, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

Monitoring and Enforcement; Termination

We have the right to:

-Remove or refuse to post any User Contributions for any or no reason in our sole discretion.

-Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution (a) violates the Terms of Service, including the Content Standards, (b) infringes any intellectual property right or other right of any person or entity, (c) threatens the personal safety of users of the Website or the public, or (d) could create liability for us.

-Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

-Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website.

-Terminate or suspend your access to all or part of the Website for any or no reason, including without limitation, any violation of these Terms of Service.

-Without limiting the bullet-point material above, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE, AND HOLD US, OUR LICENSORS AND SERVICE PROVIDERS, HARMLESS FROM, ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we (a) cannot, and do not, undertake to review material before it is posted on the Website, and (b) cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must, in their entirety, comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

-Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.

-Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

-Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.

-Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations, or that otherwise may conflict with these Terms of Use, Terms of Sale, and/or our Privacy Policy.

-Be likely to deceive any person.

-Promote any illegal activity, or advocate, promote, or assist any unlawful act.
-Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.

-Impersonate any person or misrepresent your identity or affiliation with any person or organization.

-Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.

-Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.

-You understand that your content (not including credit card information) may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

Copyright Infringement

If you believe that any User Contributions violate your copyright, email us at help@artisansweet.com for instructions on sending us a notice of copyright infringement. It is our policy to terminate the user accounts of repeat infringers.

Reliance on Materials Posted

The Materials presented on or through the Website are made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of the Materials. Any reliance you place on the Materials is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on the Materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including Materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these Materials, and in all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those Materials. These Materials do not necessarily reflect our opinion. We are not responsible, or liable to you or any third party, for the content or accuracy of any Materials provided by any third parties.

Changes to the Website

We may change the Materials on this Website from time to time, but these Materials are not necessarily complete or up to date. Any of the Materials on the Website may be out of date at any given time, and we are under no obligation to update such Materials.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy PRIVACY POLICY. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. However, you must not establish a link that suggests any form of association, approval, or endorsement by us.

This Website may provide certain social media features that enable you to:

-Link from your own or certain third-party websites to certain content on this Website.

-Send emails or other communications with certain content, or links to certain content, on this Website.

-Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

-Establish a link from any website that is not owned by you.

-Cause the Website or portions of it to be displayed on, or appear to be displayed on, any other site, for example, by framing, deep linking, or in-line linking.

-Link to any part of the Website other than the homepage.

-Otherwise take any action with respect to the Materials on this Website that is inconsistent with any other provision of these Terms of Service.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Service.

You agree to cooperate with us in causing any unauthorized framing or linking to end immediately. We may withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

We may provide you with access to third-party tools which we neither monitor nor over which we have any control or input. You acknowledge and agree that we provide access to such tools" as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We will have no liability whatsoever arising from or relating to your use of optional third-party tools. Any use by you of optional tools offered through the Website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the Website (including, the release of new tools and resources). Such new features and/or services will also be subject to these Terms of Use.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources

and accept no responsibility or liability for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites. Please carefully review the third party's policies and practices and make sure that you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products must be directed to the third-party.

Geographic Restrictions

The owner of the Website is based in Georgia in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Website for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO (A) YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, OR (B) YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE (A) IS AT YOUR OWN RISK, AND (B) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER WE, NOR ANY PERSON ASSOCIATED WITH US, MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE PRECEDING SENTENCE, NEITHER WE, NOR ANYONE ASSOCIATED WITH US, REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENTS, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE (A) WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, (B) THAT DEFECTS WILL BE CORRECTED, (C) THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR (D) THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR

OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

THE DISCLAIMERS IN THIS SECTION DO NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL WE, OUR AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH (A) YOUR USE, OR INABILITY TO USE, THE WEBSITE, OR ANY WEBSITES LINKED TO THE WEBSITE, OR (B) ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES. THE DISCLAIMER OF DAMAGES IN THE PRECEDING SENTENCE APPLIES (1) TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, (2) TO CLAIMS FOR, WITHOUT LIMITATION, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND (3) WHETHER SUCH CLAIMS WERE CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

THIS LIMITATION OF LIABILITY DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless Us, Our affiliates, licensors, and service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns, from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (a) your violation of these Terms of Service or your use of the Website, (b) your User Contributions, (c) any use of the Website's content, services, and products, other than as expressly authorized in these Terms of Use, or (d) your use of any information obtained from the Website.

Termination

These Terms of Service are effective unless and until terminated by either you or us. The obligations and liabilities of the parties incurred prior to the termination date will survive the termination of these Terms of Service for all purposes. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our services, or when you cease using our Website. If, in our sole judgment, you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate these Terms of Service at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our services (or any part thereof).

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Service, and any dispute or claim arising from, or related, to them (in each case, including non-contractual disputes or claims), will be governed by and construed in accordance with the internal laws of Georgia, the United States without giving effect to any choice or conflict of law provision or rule (whether of Georgia, the United States, or any other jurisdiction).

Any suit, action, or proceeding arising out of, or related to, these Terms of Service or the Website must be instituted exclusively in the U.S. federal courts or the courts of Georgia, the United States. However, we may bring any suit, action, or proceeding against you for breach of these Terms of Service in your state or country of residence or any other relevant state or country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

At our sole discretion, we may require you to submit any disputes arising from these Terms of Service or use of the Website, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Commercial Rules of Arbitration of the American Arbitration Association applying the laws of Georgia, the United States.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM WILL BE PERMANENTLY BARRED.

Waiver and Severability

No waiver by us of any term or condition in these Terms of Service will be deemed a continuing waiver of such term or condition or a waiver of any other term or condition. Any failure by us to assert a right or provision under these Terms of Service will not constitute a waiver of such right or provision.

If any provision of these Terms of Service is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision will be eliminated or limited to the minimum extent so that the remaining provisions of the Terms of Service will continue in full force and effect.

Entire Agreement

The Terms of Use, our Privacy Policy, and Terms of Sale, constitute the sole and entire agreement between you and us regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Your Comments and Concerns

This Website is operated by Artisan Sweet Inc. All other feedback, comments, requests for technical support, and other communications relating to the Website must be directed to: help@artisansweet.com.

Terms of Sale

Online Purchases

All purchases through the Website, or other transactions for the sale of goods or services formed through the Website, or resulting from visits made by you, are governed by the following Terms of Sale.

THESE TERMS OF SALE CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ THEM CAREFULLY.

THESE TERMS OF SALE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND THAT YOU ACCEPT AND ARE BOUND BY THESE TERMS OF SALE. FURTHER, YOU REPRESENT THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ORGANIZATION OR COMPANY TO THESE TERMS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS OF SALE, (B) ARE NOT THE OLDER OF (i) 18 YEARS OF AGE OR (ii) THE LEGAL AGE TO FORM A BINDING CONTRACT WITH US, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

1. Order Acceptance, Cancellation, and Verification.

(a) You agree that your order is an offer to buy all products and services listed in your order in accordance with these Terms of Sale. All orders must be accepted by us, or we will not be obligated to sell the products or services to you. We may choose not to accept orders in our sole discretion, even after we send you a confirmation email with your order number and details.

(b) We reserve the right to refuse or cancel any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping

address. If we make a change to, or cancel, an order, we may attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made.

2. Prices and Payment Terms; Product and Service Description.

(a) All prices, discounts, promotions, and product and service descriptions, posted on this Website are subject to change without notice. The inclusion of any products or services on this Website at a particular time does not guarantee that such products or services will be available. If a product or service you received from us is not as described, then your only remedy is through our limited warranties, if any.

(b) The price charged for a product or service will be in effect at the time the order is placed. Price increases will only apply to orders placed after such changes. Posted prices for products or services do not include taxes or, in the case of physical products, charges for shipping. All such taxes and charges will be added to your order total and itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information. However, we may, on occasion, include inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(c) From time to time, we may offer promotions on the Website that may affect pricing and that are governed by terms and conditions separate from these Terms of Sale. If there is a conflict between these promotion terms and conditions and these Terms of Sale, the promotion terms and conditions will govern.

(d) Terms of payment are within our sole discretion and payment must be received by us before we accept an order. We accept credit cards listed on our Website for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

3. Physical Products; Shipments; Delivery; Title and Risk of Loss

(a) We will arrange for shipment to you of the physical products you order. You will pay shipping and handling charges specified during the ordering process. Title and risk of loss pass to you upon our transfer of the physical products to the carrier. Shipping and delivery dates are estimates and cannot be guaranteed. We are not liable for any delays in shipments. You agree not to withhold payment for any physical product(s) that is/are backordered or damaged in shipment, provided that we acknowledge such deficiency and provide you with assurances of our undertaking to remedy such deficiency.

(b) You agree to carefully check physical products upon arrival and note on the delivery slip any shortage or damage. We cannot refund or exchange an item if, for example, you ordered the wrong size, have buyer's remorse, provide your address incorrectly, or have an unclaimed shipment returned to our third-party fulfillment center. Shipments that go unclaimed and are returned will be liable for

the cost of a reshipment. If any address is considered insufficient by the courier and is returned, you will be liable for reshipment costs once we have confirmed an updated address with you.

(c) You agree that physical products can be delivered without you being present, and you agree to accept our shipping documents as proof of delivery. FAILURE TO REPORT CLAIMS OF ANY SORT ON THE DELIVERY SLIP WILL CONSTITUTE ACCEPTANCE AND WAIVER OF ANY CLAIM.

(d) Unless otherwise agreed to in writing, all physical product(s) will be delivered on the date the physical product(s) is/are available for delivery.

(e) If you attempt to charge back any payments for physical products made with your credit card, you will be responsible for a "Charge-Back Fee" of 5%.

4. Digital Products.

(a) As used in these Terms of Sale, "Digital Products" means Products that will be delivered to you electronically, without a physical product or packaging, including, without limitation, courses and content from Artisan Sweet Inc., subscriptions, memberships, merchandise, or books.

(b) All Digital Product sales are final. All payments for Digital Products, including, without limitation, dues, membership fees, and subscription fees, are non-refundable and are fully earned when paid. In the event you attempt to charge back any payments for Digital Products made with your credit card, you will be responsible for a "Charge-Back Fee" of 5%.

5. Memberships and Subscriptions.

a. If you purchase one of our subscriptions or memberships, you agree to be subject to the then-current terms and conditions of such subscriptions or memberships, which terms and conditions may be changed by Company at any time in its sole discretion. The terms and conditions currently applicable to our subscriptions or memberships can be found here Legacy Membership Agreement.

b. You agree to pay for our subscriptions and memberships with your designated payment method, or with such other payment method accepted or permitted by us ("Designated Payment Method"). You authorize us to automatically, and without notice, charge or debit, as applicable, your Designated Payment Method to pay for your subscriptions and memberships with us.

c. You represent and warrant that you are an authorized account holder of any Designated Payment Method you provide to us for our subscriptions and memberships, or for other transactions with us.

d. If you wish to cancel your subscription or membership, you can do so as follows: (1) send a cancellation request to help@artisansweet.com. The email must come from the email address associated with your subscription or membership account. Please include your full name, subscription and/or membership details, and a brief reason for cancellation to help us improve our services, or (2) you may cancel your subscription and/or membership through our online customer portal by logging into your account and following the prompts to cancel your subscription and/or membership.

e. Upon receiving your cancellation request through one of the above methods, we will send an acknowledgment email confirming the receipt of your cancellation request. This confirmation will be sent to the email address associated with your subscription or membership account, as applicable.

f. Please allow up to 48 hours for the processing of your cancellation request. Once processed, the cancellation will take effect at the end of your current billing cycle.

g. Please note that cancellation requests made through any other methods, including but not limited to phone calls, social media messages, or direct mail, will not be honored. This is to ensure the security and proper documentation of your cancellation request. Upon successful cancellation, you will continue to have access to your subscription or membership until the end of your current billing cycle. No partial refunds will be provided for unused portions of the billing cycle.

h. In the event you attempt to charge back any payments for subscriptions or memberships made with your credit card, you will be responsible for a "Charge-Back Fee" of 5%.

6. Warranties and Disclaimers.

EXCEPT AS SET FORTH IN THIS SECTION 6, AND NOTWITNSTANDING ANYTHING IN THESE TERMS OF SALE TO THE CONTRARY, ALL PRODUCTS AND SERVICES OFFERED ON OR THROUGH THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

7. Limitation of Liability.

IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS OF SALE, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

OUR SOLE AND ENTIRE MAXIMUM LIABILITY FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, IS LIMITED TO THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCTS AND/OR SERVICES, AS APPLICABLE, YOU HAVE ORDERED THROUGH OUR WEBSITE.

8. Force Majeure. We will not be liable or responsible to you, nor be deemed in breach of these Terms of Sale, for any failure or delay to perform under these Terms of Sale where such failure or

delay is caused by, or results from, acts or circumstances beyond our reasonable control. Acts or omissions beyond our reasonable control include, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability to obtain, or delay in obtaining, supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

9. Governing Law and Jurisdiction. This Website is operated from the United States. All matters arising out of or relating to these Terms of Sale are governed by and construed in accordance with the internal laws of Georgia, the United States without giving effect to any conflict of law provision that would cause the application of the laws of any jurisdiction other than those of Georgia, the United States to apply.

10. Dispute Resolution and Binding Arbitration.

(a) **YOU AND WE ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS OR SERVICES THROUGH THIS WEBSITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.**

(b) The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Section (The AAA Rules are available at www.adr.org/Rules or by calling the AAA.) The Federal Arbitration Act will govern the interpretation and enforcement of this section 10.

(c) The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction.

(d) You agree to arbitration on an individual basis. In any dispute, **NEITHER YOU NOR WE WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY**. The arbitral tribunal may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class

arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

11. Miscellaneous.

a. Independent Contractors. You and we are independent contractors, and nothing in this Agreement will be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between us. Neither you nor we are authorized to contract for or bind each other in any manner whatsoever.

b. Messaging Terms & Conditions. You agree to receive confirmations, updates, and account notifications from Company. Message frequency varies. Message and data rates may apply. For help, reply HELP on your mobile device or email us at help@artisansweet.com. You can opt out at any time by replying STOP.

c. Trademarks. You may not use our trademarks, service marks, trade names, logos, symbols, brand names, or other intellectual property, without our prior written consent.

d. Notice. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing, addressed to the parties at their respective addresses. All Notices must be personally delivered or be sent by nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise stated in these Terms of Sale, a Notice is effective only (i) upon receipt by the receiving party; and (ii) if the party giving the Notice has complied with the requirements of this Section 11(c).

e. Entire Agreement; Order of Precedence. These Terms of Sale, and any other documents incorporated into these Terms of Sale by reference, constitute the entire agreement of the parties concerning its subject matter, and supersede all prior and contemporaneous understandings and agreements, written and oral, concerning such subject matter.

f. Assignment. You will not assign, transfer, or delegate any of your rights or obligations under these Terms of Sale, including by operation of law, change of control, or merger, without our prior written consent. No assignment will relieve you of any of its obligations or responsibilities under these Terms of Sale. Any attempted assignment transfer or other conveyance in violation of this Section 11(e) will be void. These Terms of Sale are binding on, and will inure to the benefit of, the parties to this Agreement and their respective successors and permitted assigns.

g. No Third-Party Beneficiaries. Nothing in these Terms of Sale, express or implied, is intended to, or will, confer on any third-party individual or entity any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

h. Amendment and Modification; Waiver. These Terms of Sale may be amended, modified, or supplemented only by a written agreement signed by the parties. No failure to exercise any right, remedy, power, or privilege ("Right(s)") arising from these Terms of Sale will operate or be construed as a waiver of that Right. No single or partial exercise of any Right under these Terms of Sale precludes any other or further exercise of that Right, or the exercise of any other Right.

i. Severability. No invalidity, illegality, or unenforceability of any provision of these Terms of Sale in any jurisdiction will affect any other term or provision of these Terms of Sale, or invalidate or render such provision unenforceable, in any other jurisdiction. If any provision of these Terms of Sale is determined by a non-appealable order or judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify these Terms of Sale so as to effect the original intent of the parties as closely as possible.