

FINDABAKER.COM TERMS AND CONDITIONS

Parties: Cakes Across America dba FindaBaker.com (FAB) and Baker or Bakery (Member).

Customer Service Requirements: Baker should provide fresh, good quality, nicely decorated products; friendly customer service; and reliable, on-time delivery.

Payment Requirement: The fee associated with Baker's membership plan must be paid in advance of any services being rendered by FAB.

Term: One year.

Renewal: At the option of the Member and subject to availability, the program can be renewed annually at the current program fee rate at time of renewal.

No Refunds: Payment is not refundable.

Content Approval: Member is responsible for providing all pictures and content for Member's profile in a timely manner. All content, pictures, and all other advertising materials shall be subject to the editing and approval of FAB. FAB reserves the right to modify or remove content or to change the look or content of any advertisement/profile or the manner in which users arrive at the Member's profile, with or without notice to Member.

Use of FAB Name, Logo, Website: Member may not create, publish, or distribute any item that references FAB or the FAB Website without permission from FAB. Approved materials are available for Member's use.

Compliance with Applicable Laws: The Member should comply with all applicable laws and health regulations in their state and local area.

Member Warranties: Member hereby represents, warrants and agrees that Member

- (i) has full power and authority to enter into this Agreement,
- (ii) has full copyright ownership of any and all text and photographs that will be posted by Member in his/her profile,
- (iii) has the right to the content, including copy, names, photos and images and any technology used by Member in connection with Member's profile and all such materials are:
 - (a) are owned, validly licensed for use by Member or in the public domain;
 - (b) do not constitute defamation, libel or obscenity;
 - (c) do not violate applicable law or regulations;
 - (d) do not infringe or violate any copyright, patent, trademark or other similar intellectual property right of any person or entity, or otherwise violate or breach any duty toward, or rights of any person or entity, including without limitation, rights of privacy and publicity; and
 - (e) do not result in any consumer fraud, product liability, breach of contract to which Member is a party or cause injury to any third party.

Authorization of use: Member authorizes FAB and its marketing partners to use Member content and photos at their discretion for revenue generation, marketing and planning purposes including, but not limited to the Member portfolio, the National Gallery, Cake Galleries on Partner sites, Advertisements by FAB or Partners, Media and Interviews, Publicity, Blogs, Social Media such as Twitter or Facebook, Press Releases, Catalogs, the websites and other marketing materials both for FAB and partners.

RELEASE OF FAB INDEMNITY:

Disclaimer of Warranties: NEITHER FAB NOR ITS OFFICERS, DIRECTORS, PARENT, AFFILIATES OR SUBSIDIARIES MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SERVICES PROVIDED. FAB DOES NOT WARRANT THAT THE FAB WEBSITE WILL MEET ALL OF MEMBER'S REQUIREMENTS OR THAT PERFORMANCE OF THE FAB WEBSITE SHALL BE UNINTERRUPTED OR ERROR-FREE. FAB HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Indemnification: To the fullest extent provided by the law, the Member agrees to defend, indemnify, and hold harmless FAB and FAB's respective agents, members, managers, officers, directors, employees and contractors of and from any and all claims, demands suits, damages, cost of defense, investigation and adjustment of any kind.

Coupons and Promotions: Member agrees to carefully review any coupons created on Member's behalf and notify FAB immediately of any corrections. Member is completely liable for the coupon including fulfillment or liability due to errors or omissions.