



Online Public Cooking Class Terms & Conditions

Developed by Maria Spear Ollis of The Legal Apothecary

All terms below are essential terms of this Virtual Instruction Agreement (the "Agreement") between you, the purchaser (referred to in this Agreement as "Student") and Moy of Moy's Gluten Free Kitchen ("Instructor") and the services Instructor will provide to Student.

By purchasing a ticket for the Instructor's class, you agree to all of the terms and conditions listed below.

A. Services: Instructor will specifically provide Student with live, virtual cooking instruction (referred to as the "Session"), which specifically includes the following:

- 1 live online Zoom Sessions on Saturday October 14, 2023 at 11 a.m. PT/ 2 p.m. AST
- 1 live online Zoom Sessions on Saturday October 21, 2023 at 11 a.m. PT/ 2 p.m. AST
- Demonstration focused on making a particular loaf of gluten free bread following a specific recipe provided by the Instructor
- Pre-Session instruction in the form of ingredient and equipment list

(All of the above-listed services are referred to in this Agreement as the "Services.")

B. Compensation: Student must pay a total compensation in the amount of USD \$75 prior to the start of the Session in order to receive instructions for attending the Session.

C. Third-Party Products: Compensation does not include the cost of any Third-Party Products – which, for the purpose of this Agreement, means food, ingredients, and/or kitchen tools sold by third parties – unless specifically stated.

ADDITIONAL TERMS AND CONDITIONS

1. Services.

a. All Performance Subject to These Terms. Student retains Instructor to perform the Services and Instructor agrees to perform the Services all on the terms and conditions stated in this Agreement.

b. Additional Services. Any requested changes or additions to the Services must be in writing and signed or specifically authorized by Instructor.

c. Allergies and Dietary Restrictions. Student has chosen Instructor based on Instructor's skill and aesthetic, as displayed on Instructor's website, social media, and other internet presence. Student acknowledges that Instructor may not be able to accommodate all allergies and/or dietary restrictions, but Instructor will attempt to make accommodations where possible, in Instructor's discretion.

2. **Compensation**. In exchange for Instructor's performance of the Services, Student will pay Instructor according to the Compensation stated above.

3. **Student Obligations**.

a. Timeliness. Student will attend the Session on time and recognizes that Instructor will not delay the start of a Session if Student is not present when the Session is scheduled to begin.

b. Delays. Instructor is not responsible or liable for any delay or failure of performance caused in any way by Student's delay or failure to attend any Session.

4. **Cancellation Policy**.

a. Cancellation by Student. If Student wishes to cancel, no refunds will be available. Instructor may, at Instructor's discretion, issue Student with a credit to use towards a future class.

b. Cancellation by Instructor. If Instructor must cancel the Session, the following policies apply:

i. Instructor and all students will work together to reschedule the Session on a mutually agreeable date and time, in which case no additional Compensation nor refund of any Compensation will be due, but those who are unable to attend will have the option of receiving a refund or a replay link.

ii. If Instructor and the students are unable to agree upon an alternate date for the Session and the Session must be cancelled completely, Instructor will refund Student the entire Compensation.

5. **Intellectual Property**. For purposes of this Agreement, "**Class Materials**" means all documents and other files, including templates, recordings (whether audio, visual, or audiovisual), presentations, worksheets, guides, lesson plans, content, slide shows,

writings, text, literature, graphic designs, other designs, photographs, action plans, detailed instructions, Session recordings, and all other materials created or provided by Instructor in the course of providing the Services. All Class Materials are the sole and exclusive property of Instructor and/or its licensors, and are protected under applicable copyright, trademark, and other proprietary rights. **Student may only use the Class Materials as expressly permitted by this Agreement.** Using the Class Materials for any purpose other than the purposes specifically permitted by this Agreement is a violation of Instructor's copyright and other proprietary rights and may be subject to monetary damages and other penalties. Student may use the Class Materials solely in connection with the Student's own participation in the Session. Replication or any other use of the Class Materials for purposes of deriving a financial or commercial benefit from those Class Materials is strictly prohibited. Unauthorized copying, distribution, publication, modification, other use, or making available any Class Materials for use or viewing by others – for example, sharing Class Materials on social media or otherwise on the internet, or with friends or colleagues for their use or manipulation, or providing access to the Session to a non-participant – is also strictly prohibited. Student may not modify, copy, distribute, display, send, perform, reproduce, publish, license, create derivative works (or "knock-offs") from – or transfer, sell or otherwise exploit or infringe on – any portion of the Session, the Class Materials, or any products or services obtained from or otherwise transmitted through the Session. Any violation of this Paragraph will be grounds for termination, with or without notice, and all other available legal action. Nothing contained in this Agreement should be interpreted as granting any license or right for Student to use any Class Materials or other intellectual property belonging to Instructor without Instructor's express written permission.

6. **Replay Availability.** Instructor will provide access to a recording of the Session (a "Replay"). Student is prohibited from providing any portion of that Replay, or the link to access that Replay, to any third party.
7. **Marketing and Promotion.** Instructor may photograph and/or record part or all of the Session for Instructor's internal evaluation purposes and for promotional purposes, including for display on Instructor's website, social media accounts, portfolio (electronic and physical), and/or otherwise in connection with Instructor's marketing efforts. Student waives any right to payment or royalties to the extent Student's image, voice, and/or likeness appears in such images or footage. Student forever releases, discharges, and holds Instructor harmless from all claims, demands, and causes of action that Student may have by reason of this authorization.
8. **Disclaimer.**

STUDENT UNDERSTANDS THAT PARTICIPATION IN COOKING, FOOD PREPARATION, AND RELATED ACTIVITIES CARRIES CERTAIN KNOWN AND UNKNOWN RISKS THAT CANNOT BE ELIMINATED REGARDLESS OF THE CARE TAKEN TO AVOID INJURIES. STUDENT ACKNOWLEDGES THAT STUDENT IS AWARE AND VOLUNTARILY ASSUMES

THE RISKS INHERENT IN THE SESSION, INCLUDING BUT NOT LIMITED TO, PHYSICAL INJURY OR DEATH RESULTING FROM SERIOUS LACERATIONS, CUTS, SCRAPES, AND OTHER KNIFE-RELATED INJURIES; SLIPPERY SURFACES; ALLERGIC REACTIONS; EYE INJURIES; AND BURNS. STUDENT FURTHER ACKNOWLEDGES THAT IF STUDENT CHOOSES TO CONSUME ALCOHOL OR OTHERWISE BECOME UNDER THE INFLUENCE OF ANY OTHER SUBSTANCE BEFORE OR DURING THE SESSION, STUDENT IS AWARE OF AND VOLUNTARILY EXPOSES ITSELF TO THE MANY RISKS OF CONSUMING THAT SUBSTANCE AND THE RISK THAT CERTAIN SUBSTANCE CONSUMPTION MIGHT EXACERBATE THE RISKS INHERENT IN THE SESSION. EXCEPT FOR DAMAGE OR LOSS CAUSED SOLELY BY INSTRUCTOR'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, STUDENT KNOWINGLY ASSUMES FULL AND SOLE RESPONSIBILITY FOR ALL OF THE FOREGOING RISKS AND ACKNOWLEDGES THAT THE STUDENT'S PARTICIPATION IN THE ACTIVITY IS FULLY VOLUNTARILY DESPITE THOSE RISKS.

Student must abide by any real-time instruction provided during the Session. If real-time instructions are violated, Student may be removed and/or asked to leave the Session without refund of any compensation or other costs incurred.

No content provided throughout the course of the Services is intended to, nor does it constitute legal, professional, medical, or healthcare advice or diagnosis, and may not be used for such purposes. The Session and any information or service provided through the Services is provided on an "as is" and "as available" basis. **RESULTS VARY. INSTRUCTOR DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE SERVICES.** INSTRUCTOR MAKES NO WARRANTY THAT 1) THE SERVICES WILL MEET STUDENT'S REQUIREMENTS, 2) THE SESSION, AND ANY INFORMATION OR PRODUCT PROVIDED BY OR IN CONNECTION WITH THE SESSION, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, 3) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER OFFERINGS OBTAINED THROUGH STUDENT'S USE OF THE SERVICES WILL MEET STUDENT'S EXPECTATIONS, 4) ANY ERRORS IN SOFTWARE UTILIZED BY INSTRUCTOR WILL BE CORRECTED, OR 5) STUDENT'S ACCESS TO THE PLATFORM(S) ON WHICH THE SESSION IS ACCESSIBLE WILL MEET ANY PARTICULAR EXPECTATIONS OR REQUIREMENTS.

9. Limitation of Liability.

UNDER NO CIRCUMSTANCES WILL INSTRUCTOR BE LIABLE OR RESPONSIBLE FOR ANY UNFORESEEABLE OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE) UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SERVICES, STUDENT'S ATTENDANCE DURING THE SESSION, THE CLASS MATERIALS, ANY THIRD PARTY PRODUCTS, OR THE PLATFORM(S) ON WHICH THE SESSION IS ACCESSED, EVEN IF INSTRUCTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. If, regardless of the limitation of liability described in this Section, liability is imposed upon Instructor, Instructor's liability will not exceed the total Compensation paid by Student to Instructor for the Services.

Student understands that Instructor will not be financially responsible for any delivery, quality assurance, or safety precautions performed in tandem with or in connection with the Services or any products (such as class kits). Instructor expressly disclaims any and all liability in connection with any third-party products or services, including, but not limited to, food products, ingredients, delivery services, internet access and/or wireless services, or software platforms, and Student shall indemnify, release, and hold Instructor and its agents, contractors and employees harmless from any and all liability as a result of any damage whatsoever resulting from any such third-party products or services. Any dispute between Student and a third-party provider is between Student and that third party, and Instructor will not intervene or initiate any related claim, demand, and/or action, but will provide Student with supporting documentation in Instructor's possession as applicable.

The limitations on liability mentioned in this Section do not apply to liability arising from: (i) a party's duty to indemnify the other under this Agreement; or (ii) infringement, misuse, or misappropriation of intellectual property rights in connection with this Agreement.

10. Indemnification and Hold Harmless.

a. By Student. Student will indemnify and hold Instructor harmless from, and defend Instructor against, any liability or expenses (including reasonable attorneys' fees and costs) incurred as a result of any claim, judgment, damages, liabilities, costs, expenses, or adjudication against Instructor arising from any breach of this Agreement by Student, from any action or inaction on the part of Student because of, in connection with, or relating to the Services that results in foreseeable damage to Instructor, or otherwise arising out of the subject matter of this Agreement, including any costs of collection for unpaid Compensation and/or attorneys' fees relating to such collection.

b. By Instructor. Instructor will indemnify and hold Student harmless from, and defend Student against, any liability or expenses (including reasonable attorneys' fees and costs) incurred as a result of any claim, judgment, damages, liabilities, costs, expenses, or adjudication against Student arising from any breach of this Agreement by Instructor, from any gross negligence on the part of Instructor because of, in connection with, or relating to the Services that results in foreseeable damage to the Student, or otherwise arising out of the subject matter of this Agreement.

11. Representations and Warranties.

a. Instructor. EXCEPT AS STATED IN THIS AGREEMENT, THE SERVICES AND ANY THIRD-PARTY PRODUCTS OR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND INSTRUCTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS

AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THEM. Instructor warrants and represents that Instructor has the full right, power, and authority to enter into this Agreement, grant the rights granted by Instructor, and perform its obligations under this Agreement.

- b. Student. Student warrants and represents that Student has the full power and authority to enter into this Agreement and grant the rights granted by Student, that Student's performance under this Agreement will not conflict with or result in any breach of any third-party contract or violate the rights of any third person or entity including, but not limited to, intellectual property, confidentiality, or contract-related rights.
12. **Force Majeure.** If circumstances beyond the control of Student and Instructor make performance of the Services impossible – including, but not limited to, medical emergency, fire, flood, tornado or other act of weather, riot, war, and/or insurrection – all of Instructor's obligations under this Agreement will be suspended until Instructor may, in Instructor's discretion, safely resume performance of the Services.
13. **Entire Agreement; Binding.** This Agreement, when signed by Instructor and Student, constitutes the entire understanding between Instructor and Student with respect to the subject matter described and may not be amended or assigned except in a written document, signed by both parties. This Agreement is binding on and will be enforceable by Instructor and Student and their successors and permitted assigns.
14. **Governing Law and Jurisdiction.** This Agreement will be construed according to the laws of Trinidad and Tobago for contracts wholly performed and executed in that state. All disputes arising under or related to this Agreement must be settled by a mediator or in a court of competent jurisdiction in Trinidad and Tobago.
15. **Severability.** If any section or sentence of this Agreement is determined by a proper court to be invalid, illegal, or unenforceable, such invalidity, that determination will not affect any other section or sentence of this Agreement or invalidate or render such that section or sentence unenforceable in any other jurisdiction.
16. **Waiver.** Instructor's failure to insist on or enforce any provision of this Agreement will not be construed as, and does not constitute, a waiver of any other provision or right, or of any subsequent breach.
17. **Assignment.** Instructor may assign this Agreement to a successor-in-interest. Student may not assign or transfer this Agreement, or Student's access to the Session, to any third party. Any other assignment or attempted assignment made by Student or Instructor will be deemed void.

18. **Captions.** The section descriptions in this Agreement are for reference only and do not affect the interpretation of this Agreement.