

SWEETCONNECT CONSUMER AS END USER LICENSE AGREEMENT

SweetConnect Baker Edition (“Application”) is licensed to You, as a general consumer (“End-User” or “You” as applicable) by SweetConnect, with a mailing address of 11601 Shadow Creek Parkway, Suite 111 (Box 166), Pearland, TX 77584 (“Licensor”), for use only under the terms of this License Agreement (hereinafter “License Agreement” or “Agreement”). By downloading the Application from the Apple AppStore, Goolge Play or any other source , and any update thereto (as permitted by this License Agreement), You indicate that You agree to be bound by all of the terms and conditions of this License Agreement, and that You accept this License Agreement.

The parties of this License Agreement acknowledge that Apple, Google Play” or any other third party is not a Party to this License Agreement and is not bound by any provisions or obligations with regard to the Application, such as warranty, liability, maintenance, and support thereof.

All rights not expressly granted to You are reserved by Licensor.

1. THE APPLICATION

SweetConnect Baker Edition is a software created to connect bakers with potential customers searching for custom baked goods . The Application is not tailored to comply with industry-specific regulations such as Health Insurance Portability and Accountability Act (HIPAA),

Federal Information Security Management Act (FISMA), American with Disabilities Act (ADA) etc. . If your interactions would be subjected to such laws, you may not use this Application. You may not use the Application in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

2. YOUR RIGHTS UNDER THIS AGREEMENT

2.1 Licensor hereby grants you a revocable license to use the SweetConnect platform to connect with bakers or chefs providing custom goods, to place an order with them according to your stated needs, and to compensate them for their services.

3. YOUR OBLIGATIONS UNDER THIS AGREEMENT

3.1 As a user of the SweetConnect platform, You may use the Application to connect with bakers and chefs who provide baking and related services to the public (“Baker” or “Bakers”, as applicable) to obtain from them custom prepared goods and to compensate them for such goods.

3.2 You acknowledge that any representations made to you by a Baker on the SweetConnect platform, whether through chat, photographs, text descriptions, or any other means are the sole responsibility of that Baker and that Licensor does not warrant the quality or condition of any goods sold by Bakers, anyone or any third parties through its platform.

3.3 You acknowledge that Bakers using the SweetConnect platform are not Licensor’s employees and Licensor is in no way liable, whether directly, indirectly, vicariously or otherwise, for their actions or omissions.

3.4 You agree to indemnify, defend, and hold harmless Licensor for any claims arising out of your interactions with Bakers or other third parties through the SweetConnect platform,

including food-borne illness, nonconforming goods, missed deadlines, or any other disputes or disagreements.

3.5 You agree to behave reasonably, civilly, and professionally in your interactions with Bakers and other third parties on the SweetConnect platform. You agree to refrain from making orders in bad faith. Bad faith may include asking for unreasonably large orders on short deadlines, asking for unreasonably complicated or difficult constructions, or requesting refunds or discounts when none are warranted.

3.6 You understand that violation of any of the terms found in this Agreement may result in permanent or temporary suspension from the SweetConnect platform at Licensor's sole and absolute discretion.

4. SCOPE OF LICENSE

4.1 You are given a non-transferable, non-exclusive, non-sublicensable license to install and use the Application on any Apple-branded products that You own or control and as permitted by the usage rules set forth in this section and the App Store Terms of Service, with the exception that such licensed Application may be accessed and used by other accounts associated with You via family sharing or volume purchasing.

4.2 This license will also govern any updates of the Application provided by Licensor that replace, repair, and/or supplement the first Application, unless a separate license is provided for such update in which case the terms of that new license will govern.

4.3 You may not share or make the Application available to third parties except to the degree allowed by the Apple Terms and Conditions, and with Licensor's prior written consent, sell, rent, lend, lease or otherwise redistribute the Application.

4.4 You may not reverse engineer, translate, disassemble, integrate, decompile, integrate, remove, modify, combine, create derivative works or updates of, adapt, or attempt to derive the source code of the Application, or any part thereof except with Licensor's prior written consent .

4.5 You may not copy (excluding when expressly authorized by this license and the usage rules) or alter the Application or portions thereof. You may create and store copies only on devices that You own or control for backup keeping under the terms of this license, the App Store Terms of Service, and any other terms and conditions that apply to the device or software used. You may not remove any intellectual property notices. You acknowledge that no unauthorized third parties may gain access to these copies at any time.

4.6 Violations of the obligations mentioned above, as well as the attempt of such infringement, may be subject to prosecution and damages.

4.7 Licensor reserves the right to modify the terms and conditions of licensing.

4.8 Nothing in this license should be interpreted to restrict third-party terms. When using the Application, You must ensure that You comply with applicable third-party terms and conditions.

5. TECHNICAL REQUIREMENTS

5.1 The Application requires a firmware version 4.0 or higher. Licensor recommends using the latest version of the firmware.

5.2 Licensor attempts to keep the Application updated so that it complies with modified/new versions of the firmware and new hardware. You are not granted rights to claim such an update.

5.3 You acknowledge that it is your responsibility to confirm and determine that the app end-user device on which You intend to use the Application satisfies the technical specifications mentioned above.

5.4 Licensor reserves the right to modify the technical specifications as it sees appropriate at any time.

6. NO MAINTENANCE OR SUPPORT

6.1 Licensor has no obligation, express or implied, to provide any maintenance, technical or other support for the Application.

6.2 Licensor and the End-User acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the licensed Application.

7. USE OF DATA

You acknowledge that Licensor will be able to access and adjust your downloaded licensed Application content and your personal information, and that Licensor's use of such material and information is subject to your legal agreements with Licensor and Licensor's privacy policy: sweetconnect.com/privacy.

8. USER CONTRIBUTIONS

The Application may invite You to chat, contribute to, or participate in blogs, message boards, online forums, and other functionalities, and may provide You with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to Licensor or in the Application, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Application and through third-party websites or applications. As such, any Contributions You transmit may be treated as non-confidential and non-proprietary. When You create or make available any Contributions, you thereby represent and warrant that:

1. The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize Licensor, the Application, and other users of the Application to use your Contributions in any manner contemplated by the Application and these terms of use.
3. You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Application and these terms of use.
4. Your Contributions are not false, inaccurate, or misleading.

5. Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
6. Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable as shall be determined by Licensor .
7. Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
9. Your Contributions do not violate any applicable law, regulation, or rule.
10. Your Contributions do not violate the privacy or publicity rights of any third party.
11. Your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
13. Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
14. Your Contributions do not otherwise violate, or link to material that violates, any provision of these terms of use, or any applicable law or regulation. Any use of the Application in violation of the foregoing violates these terms of use and may result in, among other things, termination, or suspension of your rights to use the Application.

9. CONTRIBUTION LICENSE

By posting your Contributions to any part of the Application or making Contributions accessible to the Application by linking your account from the Application to any of your social networking accounts, You automatically grant, and You represent and warrant that You have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use copy, reproduce, disclose, sell, resell, publish, broad cast, retitle, archive, store, cache, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial advertising, or otherwise, and to prepare derivative works of, or incorporate in other works, such as Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes Licensor's use of your name, company name , as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images You provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable in any way, whether directly or indirectly, for any statements or representations in your Contributions provided by You in any area in the Application.

You are solely responsible for your Contributions to the Application and You expressly agree to exonerate Licensor, to the fullest extent allowed by law, from any and all responsibility and to refrain from any legal action against Licensor regarding your Contributions.

Licensor has the right, in Licensor's sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations in the Application; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. Licensor has no obligation to monitor your Contributions.

10. LIABILITY

10.1 Licensor's responsibility in the case of violation of obligations and tort or based on any theory shall be limited to intentional misconduct and gross negligence only. In no event shall the Licensor be liable for any damages. In the event Licensor is held responsible for any damages by a court of competent jurisdiction, the damages shall be specifically limited to the amount of profit Licensor generated for a particular transaction between Licensor and End-User from which the liability originated.

10.2 Licensor takes no accountability or responsibility for any damages caused due to a breach of duties as may be identified in this Agreement. To avoid data loss, You are required to make use of backup functions of the Application to the extent allowed by applicable third-party terms and conditions of use. You are aware that in case of alterations or manipulations of the Application, You may not have access to the licensed Application.

10.3 You agree to indemnify, defend, and hold harmless Licensor in all cases related to food-borne illness arising or any injury from the purchase, consumption or use of any items or goods purchased using the Application, if any.

11. RESOLUTION OF DISPUTES

You agree that, in the event of any dispute between You and Licensor arising under this Agreement or any other aspect of your use of the SweetConnect platform, both parties shall submit to binding arbitration in accordance with the rules established by the American Arbitration Association. Should arbitration require court approval or involvement, You agree that the dispute will be resolved exclusively in the U.S. District Court for the Southern District of Texas and will be governed by the laws of the state of Texas.

12. WARRANTY

12.1 Licensor warrants that Licensor will use its best efforts to ensure that the Application is free of spyware, trojan horses, viruses, or any other malware at the time of your download.. Licensor disclaims any warranty for of suitability or fitness for a particular purpose.

12.2 No warranty is provided for the Application that is not executable on the device, that has been unauthorizedly modified, handled inappropriately or culpably, combined or installed with inappropriate hardware or software, used with inappropriate accessories, regardless if by yourself or by third parties, or if there are any other reasons outside of Licensor's sphere of influence that affect the executability of the Application.

12.3 You are required to inspect the Application immediately after installing it and notify Licensor about issues discovered without delay by e-mail provided in the Application. The defect report will be taken into consideration and further investigated if it has been adequately reported within a period of two (2) days after discovery.

12.4 If Licensor confirms that the Application is defective, Licensor reserves all rights to take any action which may include efforts to remedy the situation or arrange for a substitute delivery. Licensor reserves the right to take no action and may not take any action.

12.5 In the event of any failure of the Application to conform to any applicable warranty, You may notify Licensor or the App-Store-Operator, and your Application purchase price may be refunded to You.

13. PRODUCT CLAIMS

Licensor and the End-User acknowledge that Licensor, and not Apple, is responsible for addressing any claims of the End-User or any third party relating to the licensed Application or the End-User's possession and/or use of that licensed Application. In no event shall Licensor be responsible for any claims related to the goods or products purchased using the Application or otherwise. You acknowledge that any claims related to good or products purchased using the Application shall be reported to Baker and not Licensor.

14. CONTACT

For general inquiries, complaints, questions or claims concerning the licensed Application, please contact:

SweetConnect
11601 Shadow Creek Pkwy, Suite 111 (#166)
Pearland, TX 77584
United States
orders@sweetconnect.us

15. TERMINATION

The license is valid until terminated by Licensor or by You. Your rights under this license will terminate automatically and without notice by Licensor if You fail to adhere to any term(s) of this license. Upon license termination, You shall stop all use of the Application, and destroy all copies, full or partial, of the Application.

16. PRICING, PAYMENTS, CANCELLATIONS AND REFUNDS

You acknowledge and agree that Licensor is only acting as a matchmaker of service between You and Baker. In this regard, Licensor is facilitating transactions between You and Baker. The price of any products or goods are established by Baker and not by Licensor. Upon making selections in the Application, You will have an opportunity to select Baker and order any products or goods directly from Baker. The Application will calculate the price for You. You will be required to pay for products and goods in the Application and may cancel at any time before the payment is made and the order is placed with Baker in the Application. As a convenience and service to You, the Application is designed to collect payment from You only after You have had an opportunity to finalize your order. You may choose not to finalize an order for any reason including disagreement with the price, unfavorable experience using the Application, dissatisfaction with Baker's profile or any other reason. There shall be no refunds once the order has been placed and payment has been processed in the Application. Upon collecting payment from You, Licensor will retain a certain commission and forward a certain amount to Baker.

17. MISCELLANEOUS

17.1 If any of the terms of this Agreement should be or become invalid, the validity of the remaining provisions shall not be affected. Invalid terms will be replaced by valid ones formulated in a way that will achieve the primary purpose of this Agreement.

17.2 The terms of this Agreement may only be modified in writing.