



Our Terms and Conditions Agreement, Effective 09/29/2015

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS AGREEMENT CAREFULLY BEFORE ENROLLING & PARTICIPATING IN A COOKING CLASS AT THE *COOKING SCHOOL* AND/OR USING THIS SITE. You agree that class attendance & participation and access to & use of this Site are subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not register for class nor use this Site.

Basic Definitions

In this document: (1) "*COOKING SCHOOL*," means Sewickley Cooking Studio, LLC d/b/a Gaynor's School of Cooking; (2) "Site" means www.gaynorsschoolofcooking.com; (3) "our(s)," "we," and "us" means the *COOKING SCHOOL* and the Site; (4) "you(re)," "your," or "customer" mean a website visitor/user, account holder, class purchaser, class participant or any other user of our Services; (5) "Service(s)" means use of and anything provided on our Site, excluding third party links, and attendance, participation, product(s), and any instruction offered and/or provided by/at the *COOKING SCHOOL*. "Service(s)" also includes any other product or service that we offer or provide to you that references this Terms and Conditions Agreement ("Terms").

Refund Policy

Gift Certificates are NON-REFUNDABLE. Registration is a firm commitment to attend class. We DO NOT offer refunds UNLESS a class is cancelled by us due to insufficient registration or other extenuating circumstances. ANY CHANGES must be made AT LEAST ONE WEEK prior to class, AND will incur a \$15 processing fee for an INDIVIDUAL class OR \$50 for a cooking class SERIES. IF you used a DISCOUNT COUPON your processing fee will be \$25 for an INDIVIDUAL class OR \$60 for a cooking class SERIES. *BY DEFAULT, REFUNDS WILL BE CREDITED TO YOUR HOUSE ACCOUNT – REFUNDING CREDIT CARDS ARE BY REQUEST ONLY* ***NO CANCELLATION/CHANGE WILL BE ACCEPTED IF MADE WITHIN ONE WEEK OF THE DATE OF THE CLASS***

The *COOKING SCHOOL*'s Privacy Policy

The *COOKING SCHOOL* values your privacy and does not add you to mailing lists, nor does the *COOKING SCHOOL* use your personal information for any marketing

purpose. The *COOKING SCHOOL* does not share your e-mail address or any other private information about you with others, except as required by law. By attending a cooking class you are granting the *COOKING SCHOOL* permission to use photographic and/or video images of you for the purpose of marketing, publicizing, and promoting the *COOKING SCHOOL*. Attending class waives any right to be compensated for the use of my image and releases the *COOKING SCHOOL* from liability for any claims, where such claims arise out of or relate to the *COOKING SCHOOL*'s use of your image.

Online Privacy Policy

The Site collects information when you register on the Site, place an order, enter a contest or sweepstakes, respond to a survey or communication such as e-mail, or participate in another Site feature. When ordering or registering, the Site may ask you for your name, e-mail address, mailing address, phone number, credit card information or other information; you may, however, visit our site anonymously. The Site also collects information about gift recipients so that we can fulfill the gift purchase. The information we collect about gift recipients is not used for marketing purposes. Like many websites, the Site uses "cookies" to enhance your experience and gather information about visitors and visits to the Site. The Site DOES NOT sell, trade, or otherwise transfer to outside parties your personally identifiable information unless we provide you with advance notice, UNLESS we believe release is appropriate to comply with the law, enforce Site policies, or protect ours or others' rights, property, or safety. The term "outside parties" does not include the Site. It also does not include website hosting partners and other parties who assist us in operating the Site, conducting our business, or servicing you, so long as those parties agree to keep this information confidential.

Limitation of Liability

You agree to the fullest extent allowed by law, to RELEASE ANY AND ALL CLAIMS THEY MAY HAVE against us, our owners, managers, members, employees and other representatives (hereinafter, "Agreement Beneficiary") relating to or arising out of any property damage, personal injury or illness you may incur while attending or participating in a cooking class. You also agree to pay any costs, including reasonable attorney's fees incurred by any Agreement Beneficiary to enforce these Terms. You CONSENT that these Terms are deemed to have been made in the Commonwealth of Pennsylvania and Pennsylvania law will apply to interpretation and enforcement. You also CONSENT to submit to the personal jurisdiction of and will not contest venue in the Allegheny Court of Common Pleas for any action brought in connection with these Terms. You are responsible for indicating ANY/ALL FOOD ALLERGIES when registering for a cooking class. You are responsible for CONTROLLING YOUR DRINK INTAKE.

The Site shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this Site or the performance of the products, even if the Site has been advised of the possibility of such damages.

Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Copyright

You are granted a non-exclusive, non-transferable, revocable license to access and use of class materials/content for your NON-COMMERCIAL USE ONLY in accordance with these Terms. Any other use of class materials/content, including but not limited to the reproduction, distribution, or sale is strictly prohibited, unless we have given authorization in writing.

The entire content included in this Site, including but not limited to text, graphics or code is copyrighted as a collective work under the United States and other copyright laws, and is the property this Site. The collective work includes works that are licensed to us. Copyright 2015, www.gaynorsschoolofcooking.com ALL RIGHTS RESERVED. You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the site solely for your own non-commercial use, or to place an order or book a class with the us or to purchase our products. Any other use, including but not limited to the reproduction, distribution, display or transmission of our content is strictly prohibited, unless authorized by us. You further agree not to change or delete any proprietary notices from materials downloaded from us.

Trademarks

*gaynorsschoolofcooking.com*sm

Gaynor's School of Cooking®

are marks and trade names owned by the *COOKING SCHOOL*, a domestic business corporation registered in the State of Pennsylvania.

Disclaimer of Warranties

UNLESS EXPRESSLY PROVIDED IN WRITING OTHERWISE, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING (TO THE EXTENT ALLOWED BY LAW) ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES (INCLUDING YOUR DEVICE AND ANY SOFTWARE OR APPLICATIONS ON YOUR DEVICE). WE DON'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF. WE PROVIDE ALL SERVICES ON AN "AS IS" BASIS WITH ALL FAULTS, ERRORS, AND DEFECTS.

Typographical Errors

In the event that a class is mistakenly listed at an incorrect price, we reserve the right to refuse or cancel any orders placed for class registration listed at the incorrect price. We reserve the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card

has already been charged for the purchase and your order is cancelled, we shall issue a credit to your credit card account in the amount of the incorrect price.

Notice

We may deliver notice to you by means of e-mail, a general notice on the site, or by other reliable method to the address or telephone number you have provided to us.

Use of the Site

Harassment in any manner or form on the site, including via e-mail, chat, or by use of obscene or abusive language, is strictly forbidden. Impersonation of others, including a Site or other licensed employee, host, or representative, as well as other members or visitors on the site is prohibited. You may not upload to, distribute, or otherwise publish through the Site any content which is libelous, defamatory, obscene, threatening, invasive of privacy or publicity rights, abusive, illegal, or otherwise objectionable which may constitute or encourage a criminal offense, violate the rights of any party or which may otherwise give rise to liability or violate any law. You may not upload commercial content on the Site or use the Site to solicit others to join or become members of any other commercial online service or other organization.

Third Party Links

In an attempt to provide you with increased value, we may include third party links on our site. These linked sites have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our Site and welcome any feedback about these linked sites (including if a specific link does not work). Other marks and materials on our Site are owned by third party licensors, and their use on this Site does not imply the owners' endorsement or certification.

Indemnification

You agree to indemnify, defend, and hold harmless the *COOKING SCHOOL* & its Agreement Beneficiaries and www.gaynorsschoolofcooking.com from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account and/or conduct in cooking class.

Term; Termination

These Terms are applicable to you upon your accessing the Site and/or completing the registration or shopping process. Our failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties acts to modify any of these Terms. We may assign our rights and duties under these Terms to any party at any time without notice to you. These Terms, or any part of them, may be terminated by us without notice at any time, for any reason. The provisions

relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification and Miscellaneous, shall survive any termination.

*****PLEASE NOTE*****

You certify that you and any other USER(S)/PARTICIPANT(S) have read the Terms & Conditions Agreement in its ENTIRETY and you intend to be LEGALLY bound by these Terms

Governing Law and Entire Agreement

These Terms are governed by the laws of the Commonwealth of Pennsylvania, without regard to the rules of conflict of law that may cause the laws of another jurisdiction to apply. You agree to the sole and exclusive jurisdiction and venue of the federal or state courts serving Allegheny County in the Commonwealth of Pennsylvania in the event of any dispute of any kind arising from or relating to our Services. Any cause of action or claim you may have with respect to the site (including but not limited to the purchase of Site products) must be commenced within one (1) year after the claim or cause of action arises. These Terms constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable, the remainder of the Terms will continue in full force and effect.