

WEDDING CAKES ACROSS AMERICA TERMS AND CONDITIONS

Purpose: For the purpose of fulfilling national wedding cake marketing services, Wedding Cakes Across America (WCAA) is contracting with wedding cake bakers (Baker) for online listings for which Baker will pay WCAA a marketing fee. WCAA will provide an online listing and Baker will provide the typical services involved in providing wedding cakes, including tastings, custom design work, contracting with the bride and groom, transacting the sale, creation of the cake, delivery and setup as contracted with the bride and groom, rental items, customer service issues, and so on. The Baker will be the beneficiary of any cake sales generated by their individual bakery.

Partners: WCAA will from time to time, at the discretion of WCAA, contract with complimentary service and marketing partners (Partners) to further promote WCAA and Baker.

Term of the Agreement: The Term starts upon receipt of payment and ends at midnight the day before the anniversary date for the time period of Baker's chosen plan.

No Refunds: Baker acknowledges that this Agreement is non-cancelable, non-transferable and non-assignable by the Baker during the Term of the Agreement. If Baker wishes to have the profile removed from the WCAA Website before end of the Term of the Agreement, no credit will be given for the balance of the Term of this Agreement. An email to accounting@cakesacrossamerica.com is sufficient for notification that you wish to be removed.

Content Approval: Baker is responsible for providing all pictures and content for Baker's profile in a timely manner. All content of the Baker's profile, and all other advertising materials shall be subject to the approval of WCAA, which may be withheld as a result of WCAA's determination that any such content contains material that is offensive, obscene or defamatory, or for any other reason it is deemed inappropriate by WCAA. WCAA reserves the right to edit, abridge or remove any content including without limitation, information in the profile, photographs, or to change the look or content of any advertisement/profile or the manner in which users arrive at the Baker's profile, with or without notice to Baker.

Baker may not create, publish, and/or distribute any item that references WCAA or the WCAA Website without first submitting those items to WCAA and receiving the express written consent of WCAA. Approved materials are available.

Compliance with Applicable Laws: The Baker should, both now and in the future, comply with all applicable laws and health regulations; and if required in Baker's state, maintain a current business/occupational license; have current business and general liability insurance of at least \$1,000,000; maintain a current health inspection certificate from the appropriate regulatory authority in the Baker's area. Baker should provide fresh, good quality, nicely decorated products; provide friendly customer service; and provide reliable, on-time delivery.

Baker Warranties: Baker hereby represents, warrants and agrees that Baker (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 Baker in his/her profile, (iii) has the right to the content, including copy, names, photos and images and any technology used by Baker in connection with Baker's profile and all such materials are: (a) are owned, validly licensed for use by Baker 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 Baker is a party or cause injury to any third party.

RELEASE OF WCAA INDEMNITY:

Disclaimer of Warranties: NEITHER WCAA NOR ITS OFFICERS, DIRECTORS, PARENT, AFFILIATES OR SUBSIDIARIES MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SERVICES PROVIDED HEREUNDER, THE SUCCESS OF ANY ADVERTISING OR THE SELECT BAKER SEARCH FEATURE, THE NUMBER OF VISITORS OR ANY INFORMATION, SERVICES OR PRODUCTS PROVIDED OR AVAILABLE THROUGH OR IN CONNECTION WITH WCAA OR THE WCAA WEBSITE. WCAA DOES NOT WARRANT THAT THE WCAA WEBSITE WILL MEET ALL OF BAKER'S REQUIREMENTS OR THAT PERFORMANCE OF THE WCAA WEBSITE SHALL BE UNINTERRUPTED OR ERROR-FREE. WCAA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BAKER AGREES TO ASSUME SOLE AND EXCLUSIVE RESPONSIBILITY FOR ANY LOSS THAT MAY BE SUSTAINED BY THE BAKER, BAKER EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES, OR PROPERTY REGARDLESS OF THE CAUSE OF SUCH LOSS.

Indemnification: To the fullest extent provided by the law, the Baker agrees to defend, indemnify, and hold harmless WCAA and WCAA's respective agents, servants, 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 whatsoever (including without limitation, reasonable attorneys' fees and costs) arising from or relating to (i) any materials or information that is provided to WCAA by or on behalf of Baker, or that is included in the Baker profile, including without limitation, any claims of infringement of a third party's rights relating thereto, (ii) Baker's breach of this Agreement, (iii) any claims of infringement resulting from or relating to any cake designs submitted by Baker, and (iv) any claims by a customer of Baker relating to a product or service provided by Baker.

Authorization of use: Baker agrees that it owns the rights to all photos and designs submitted to WCAA, and hereby authorizes WCAA and its marketing partners to use these photos at their discretion for revenue generation, marketing and planning purposes including, but not limited to the Baker portfolio, the National Gallery, Cake Galleries on Partner sites, Advertisements by WCAA or Partners, Media and Interviews, Publicity, Blogs, Social Media such as Twitter or Facebook, Press Releases, Catalogs, the websites and other marketing materials or advertising mediums both for WCAA and Partners.

Coupons and Promotions: Baker agrees to carefully review any coupons created on Baker's behalf and notify WCAA immediately of any corrections. Baker is completely liable for the coupon including fulfillment or liability due to errors or omissions. On occasion, Baker may be asked to participate in national promotions. Such promotions are very helpful in driving traffic and promoting all bakers in the network, but are optional for each baker. Baker will be notified by email of each national promotion and must respond (agree/opt out) in a timely manner.