

PIROSHKY BAKERY TERMS OF USE

These Terms of Use (“Terms”) are a legal contract between you (“you”) and Piroshky Baking Company, LLC. (“us” or “our” or “we” or “Piroshky Bakery”) and govern your use of all the text, data, information, software, graphics, photographs and other materials (collectively referred to as “Materials”) that we and our affiliates may make available to you through any area of the website located at <http://piroshkybakery.com> (“Website”), and any services we may provide through the Website (“Services”).

READ THESE TERMS CAREFULLY BEFORE BROWSING THE WEBSITE OR OTHERWISE USING THE WEBSITE. USING ANY PART OF THE WEBSITE INDICATES THAT YOU HAVE BOTH READ AND ACCEPTED THESE TERMS. YOU CANNOT USE THE WEBSITE OR OUR SERVICES IF YOU DO NOT ACCEPT THESE TERMS.

NOTE: THESE TERMS CONTAIN A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THESE TERMS AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH PIROSHKY BAKERY. YOU MAY OPT OUT OF THE BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

CHANGES.

We may alter the Materials we offer and/or may choose to modify, suspend or discontinue any part or all of the Website or Services at any time and without notifying you. We may also change, update, add or remove provisions of these Terms from time to time. We will inform you of any modifications to these Terms by posting them on the Website and, if you have registered with us, by describing the modifications to these Terms in an email that we will send to the address associated with your account. To be sure we properly reach your email inbox, we just ask that you let us know if your preferred email address changes at any time after your registration.

If you object to any such modifications, your sole recourse shall be to cease using the Website. Continued use of the Website following notice of any such modifications indicates you acknowledge and agree to be bound by the modifications. Also, please know that these Terms may be superseded by expressly-designated legal notices or terms located on particular pages of the Website. Such expressly-designated legal notices or terms are incorporated into these Terms and supersede the provision(s) of these Terms that are designated as being superseded.

GENERAL USE.

By using the Website, you agree that you are at least 18 years of age, or if you are under 18 years of age (a “Minor”), that you are using the Website with the consent of your parent or legal guardian and you have received your parent’s or legal guardian’s permission to use the Website and agree to these Terms. If you are a parent or legal guardian of a Minor, you agree to bind the Minor to these Terms and to fully indemnify and hold us harmless if the Minor breaches any of these Terms.

In these Terms we are granting you a limited, personal, non-exclusive and non-transferable license to access the Website and display the Materials; your right to use the Materials is conditioned on your compliance with these Terms. You have no other rights in the Website, Services or any Materials and you may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit the Website, the Services or any of the Materials in any manner. If you make copies of any of the Materials then we ask that you be sure to keep on the copies all of our copyright and other proprietary notices as they appear on the Website.

Unfortunately, if you breach any of these Terms, the above license will terminate automatically and you must immediately destroy any downloaded or printed Materials (and any copies thereof).

ORDERS AND PAYMENT.

You may be permitted to use the Website to order and/or pay for our products. To do so, you must supply certain information relevant to your transaction, including, without limitation, your credit card information, your billing

address, your email and your phone number. You may also be asked to provide a delivery address if delivery is available. Once you have submitted your credit card information, we or our payment processor will authorize the payment and send you an email confirming receipt of your order. Your payment method will be charged when you click "Place Your Order". You agree to pay any fees applicable to your use of the Website and Services, including but not limited to your purchase of items. We may suspend or terminate your account and/or access to the Website if your offered payment method cannot be processed. By providing a payment method, you expressly authorize us and/or our third party payment processor to charge the applicable fees on said payment method as well as taxes and other charges incurred thereto, all of which depend on the services you utilize and the products you purchase.

You agree that we may charge any unpaid amounts to your provided payment method and/or send you a bill for such unpaid fees.

All descriptions, images, features, specifications and prices of our products are subject to change at any time without notice. The inclusion of any product on the Website does not imply or warrant that such product will be available. We reserve the right, with or without prior notice, to do any one or more of the following for any reason: (i) limit the available quantity of or discontinue any product; (ii) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion; (iii) bar you from making or completing any or all transactions; and (iv) refuse to provide you with any product.

If you choose to have products shipped to your address or a pick up site, such products will be shipped in accordance with the shipping method you select when placing the order. You acknowledge that any delivery dates we may provide are non-binding estimates only and that you have no claim against us for delays or early deliveries. We reserve the right to make shipments in installments.

You should inspect your package to ensure the contents arrive without damage, tampering or alteration. If the recipient is not home when a delivery arrives, the delivery person may leave the package for you at your door.

We are not responsible for:

- Items delivered to incorrect addresses supplied by you or the recipient of the product.
- Delays resulting from inclement weather, natural disaster or other unforeseen circumstances.
- Delivery issues arising from the recipient not being present at the time of delivery at the address supplied by the you or recipient.
- Decreased product quality due to an incorrect delivery address supplied by the you or the recipient, a re-route requested by the you or the recipient, or a recipient's failure to timely retrieve products from a pick up site.
- Product quality problems caused by improper handling by the recipient.

If you are dissatisfied with any product, please contact us at: 206-764-1000. One of our associates will respond to your query and, depending on the circumstances, we may provide you a replacement or a full or partial refund or credit of the purchase price for that product. We may require the return or photographic documentation of any product with which you are dissatisfied before we provide you a replacement, credit, or refund.

ELECTRONIC COMMUNICATIONS.

By using the Website (or any part thereof), you consent to receiving electronic communications from us (including, if you have opted in, via text message) . These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Website. These electronic communications are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that

such communications be in writing. Standard carrier data charges may apply to your use of text messaging and you are solely responsible for such charges.

PRIVACY POLICY.

We respect the information that you provide to us, and want to be sure you fully understand exactly how we use that information. So, please review our Privacy Policy ("Privacy Policy") [[hyperlink](#)] which explains everything.

LINKS TO THIRD-PARTY SITES.

The Website provides links to third-party websites. If you use these links, you will leave the Website. We are not obligated to review any third-party websites that you link to from the Website, we do not control any of the third-party websites, and we are not responsible for any of the third-party websites (or the products, services, or content available through any of them). Thus, unless specifically stated elsewhere in the Website, we do not endorse or make any representations about such third-party websites, any information, software, products, services, or materials found there or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to from the Website, you do so entirely at your own risk and you must follow the privacy policies and terms and conditions for those third-party websites.

SUBMISSIONS.

Certain areas of the Website may permit you to upload or submit feedback, information, images, data, text, software, messages, or other materials (each, a "User Submission"). You agree that you are solely responsible for all of your User Submissions and that any such User Submission is considered non-confidential. Further, we do not guarantee that you will be able to edit or delete any User Submission you have submitted.

By submitting any User Submission, you are promising us that:

- You own all rights in your User Submissions (including, without limitation, all rights to the reproduction and display of your User Submissions) or, alternatively, you have acquired all necessary rights in your User Submissions to enable you to grant to us the rights in your User Submissions as described in these Terms;
- You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of your User Submissions;
- Your User Submissions do not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- You voluntarily agree to waive all "moral rights" that you may have in your User Submission;
- Any information contained in your User Submission is not known by you to be false, inaccurate, or misleading;
- Your User Submission does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- Your User Submission is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;
- You were not and will not be compensated or granted any consideration by any third party for submitting your User Submission;

- Your User Submission does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than your own);
- Your User Submission does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- Your User Submission does not contain any information that you consider confidential or personal; and
- Your User Submission does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of unlawful solicitation.

By submitting a User Submission, you grant to us an irrevocable, perpetual, transferable, non-exclusive, fully-paid, worldwide, royalty-free license (sublicensable through multiple tiers) to:

- Use, distribute, reproduce, modify, adapt, publish, translate, publicly perform, and publicly display your User Submission (or any modification thereto), in whole or in part, in any format or medium now known or later developed;
- Use (and permit others to use) your User Submission in any manner and for any purpose (including, without limitation, commercial purposes) that we deem appropriate in our sole discretion (including, without limitation, to incorporate your User Submission or any modification thereto, in whole or in part, into any technology, product, or service);
- Display advertisements in connection with your User Submission and to use your User Submission for advertising and promotional purposes.

We may, but are not obligated to, pre-screen User Submissions or monitor any area of the Website through which User Submissions may be submitted. We are not required to host, display, or distribute any User Submissions on or through the Website and may remove at any time or refuse any User Submissions for any reason. We are not responsible for any loss, theft, or damage of any kind to any User Submissions. Further, you agree that we may freely disclose your User Submission to any third party absent any obligation of confidence on the part of the recipient.

UNAUTHORIZED ACTIVITIES.

To be clear, we authorize your use of the Website only for individual, consumer purposes (“Permitted Purposes”). Any other use of the Website beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use of the Website. This is because as between you and Piroshky Bakery, all rights in the Website and Materials remain our property.

Unauthorized use of the Website may result in violation of various United States and international copyright laws. Unless you have written permission from us stating otherwise, you are not authorized to use the Website in any of the following ways (these are examples only and the list below is not a complete list of everything that you are not permitted to do):

- In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of the Website;
- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual;
- To impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity;

- To interfere with or disrupt the Website or servers or networks connected to the Website;
- To use any data mining, robots, or similar data gathering or extraction methods in connection with the Website; or
- To attempt to gain unauthorized access to any portion of the Website or any other accounts, computer systems, or networks connected to the Website, whether through hacking, password mining, or any other means.

You agree to hire attorneys to defend us if you violate these Terms and that violation results in a problem for us. You also agree to pay any damages that we may end up having to pay as a result of your violation. You alone are responsible for any violation of these Terms by you. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with our defense of such claim.

PROPRIETARY RIGHTS.

The trademarks, service marks, and logos of Piroshky Bakery (“Our Trademarks”) used and displayed on various parts of the Website are registered and unregistered trademarks or service marks of Piroshky Bakery. Other company, product, and service names located on the Website may be trademarks or service marks owned by others (the “Third-Party Trademarks”, and, collectively with Our Trademarks, the “Trademarks”). Nothing in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Our Trademarks inures to our benefit.

Unless otherwise specified in these Terms, all Materials, including the arrangement of them on the Website are our sole property, or the property of our suppliers and licensors. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

DISCLAIMER OF WARRANTIES.

THE WEBSITE, MATERIALS AND SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS", AND THE ENTIRE RISK AS TO THERE USE IS WITH YOU. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND (EXPRESS, IMPLIED OR STATUTORY) WITH RESPECT TO THE WEBSITE, MATERIALS AND SERVICES, WHICH INCLUDES BUT IS NOT LIMITED TO, ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE MAKE NO WARRANTY THAT THE WEBSITE, MATERIALS AND SERVICES WILL MEET YOUR REQUIREMENTS, THAT YOUR USE OF THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE OR THAT DEFECTS IN THE WEBSITE WILL BE CORRECTED. WE MAKE NO WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEBSITE, MATERIALS AND SERVICES, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OR SERVICES OBTAINED THROUGH THE USE OF THE WEBSITE, AND ARE NOT RESPONSIBLE FOR THE PRODUCTS, SERVICES, ACTIONS, OR FAILURE TO ACT OF ANY THIRD PARTY. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE WEBSITE OR FROM US OR OUR SUBSIDIARIES/OTHER AFFILIATED COMPANIES SHALL CREATE ANY WARRANTY. WE DISCLAIM ALL EQUITABLE INDEMNITIES.

LIMITATION OF LIABILITY.

YOU ARE USING THE WEBSITE, MATERIALS AND SERVICES AT YOUR SOLE RISK. WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THE WEBSITE OR YOUR USE OF OUR SERVICES. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, COST OF SUBSTITUTE GOODS AND SERVICES, USE, OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF WE KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE.

LOCAL LAWS; EXPORT CONTROL.

We control and operate the Website and provide the Services from our headquarters in the United States of America and the entirety of the Website may not be appropriate or available for use in other locations. If you use the Website (or any portion thereof) outside the United States of America, you are solely responsible for following applicable local laws.

FEEDBACK.

Any submissions by you to us (e.g., comments, questions, suggestions, materials – collectively, “Feedback”) through any communication whatsoever (e.g., call, fax, email) will be treated as both non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and we are free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant us an exclusive, transferable, worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and exploit all Feedback as we may determine in our sole discretion. You understand and agree, however, that we are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and you have no right to compel such use, display, reproduction, or distribution.

DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER.

Please read the following Dispute Resolution and Arbitration; Class Action Waiver provision (this “Provision”) carefully. It affects your rights.

Please read this Provision carefully. It provides that all Disputes (as defined below) between you and Piroshky Bakery shall be resolved by binding arbitration. Arbitration is a form of private dispute resolution and replaces the right to go to court. In the absence of this arbitration agreement, you may otherwise have a right or opportunity to bring claims in a court, before a judge or jury, and/or to participate in or be represented in a case filed in court by others (including, but not limited to, class actions). Except as otherwise provided, entering into these Terms constitutes a waiver of your right to litigate claims and all opportunity to be heard by a judge or jury. There is no judge or jury in arbitration, and court review of an arbitration award is limited. The arbitrator must follow these Terms and can award the same damages and relief as a court (including attorney’s fees).

For purposes of this Provision, “Piroshky Bakery” means Piroshky Baking Company, LLC and its parents, subsidiaries, and affiliate companies, and each of their respective officers, directors, employees, and agents. The term “Dispute” means any dispute, claim, or controversy between you and Piroshky Bakery regarding, arising out of or relating to any aspect of your relationship with Piroshky Bakery, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, or negligence), or any other legal or equitable cause of action or claim for relief, and includes the validity, enforceability or scope of this Provision (with the exception of the enforceability of the Class Action Waiver clause below). “Dispute” is to be given the broadest possible meaning that will be enforced, and shall include any claims against other parties relating to services or products provided or billed to you (such as Piroshky Bakery’s licensors, suppliers, dealers or third-party vendors) whenever you also assert claims against us in the same proceeding.

YOU AND PIROSHKY BAKERY EACH AGREE THAT, EXCEPT AS PROVIDED BELOW, ANY AND ALL DISPUTES, AS DEFINED ABOVE, WHETHER PRESENTLY IN EXISTENCE OR BASED ON ACTS OR OMISSIONS IN THE PAST OR IN THE FUTURE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION RATHER THAN IN COURT IN ACCORDANCE WITH THIS PROVISION.

Pre-Arbitration Claim Resolution

For all Disputes, whether pursued in court or arbitration, you must first give Piroshky Bakery an opportunity to resolve the Dispute. You must commence this process by mailing written notification to Piroshky Baking Company, LLC, 309 S. Cloverdale Street, C 33, Seattle, WA 98108. That written notification must include (1) your name, (2) your address, (3) a written description of your Claim, and (4) a description of the specific relief you seek. If Piroshky Bakery does not resolve the Dispute within 45 days after it receives your written notification, you may pursue your Dispute in arbitration. You may pursue your Dispute in a court only under the circumstances described below.

Exclusions from Arbitration/Right to Opt Out

Notwithstanding the above, you or Piroshky Bakery may choose to pursue a Dispute in court and not by arbitration if (a) the Dispute qualifies, it may be initiated in small claims court; or (b) **YOU OPT-OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU FIRST CONSENT TO THESE TERMS** (the “Opt-Out Deadline”). You may opt out of this Provision by mailing written notification to Piroshky Baking Company, LLC, 309 S. Cloverdale Street, C 33, Seattle, WA 98108. Your written notification must include (1) your name, (2) your address, and (3) a clear statement that you do not wish to resolve disputes with Piroshky Bakery through arbitration. Your decision to opt-out of this Provision will have no adverse effect on your relationship with Piroshky Bakery. **Any opt-out request received after the Opt-Out Deadline will not be valid and you must pursue your Dispute in arbitration or small claims court.**

Arbitration Procedures

If this Provision applies and the Dispute is not resolved as provided above (Pre-Arbitration Claim Resolution) either you or Piroshky Bakery may initiate arbitration proceedings. The American Arbitration Association (“AAA”), www.adr.org, or JAMS, www.jamsadr.com, will arbitrate all Disputes, and the arbitration will be conducted before a single arbitrator. The arbitration shall be commenced as an individual arbitration only, and shall in no event be commenced as a class arbitration or a consolidated or representative action or arbitration. All issues shall be for the arbitrator to decide, including the scope of this Provision.

For arbitration before AAA, for Disputes of less than \$75,000, the AAA’s Supplementary Procedures for Consumer-Related Disputes will apply; for Disputes involving \$75,000 or more, the AAA’s Commercial Arbitration Rules will apply. In either instance, the AAA’s Optional Rules For Emergency Measures Of Protection shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. For arbitration before JAMS, the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols For Domestic, Commercial Cases will apply. The JAMS rules are available at www.jamsadr.com or by calling 1-800-352-5267. This Provision governs in the event it conflicts with the applicable arbitration rules. Under no circumstances will class action or representative action procedures or rules apply to the arbitration.

Because the Website and these Terms concern interstate commerce, the Federal Arbitration Act (“FAA”) governs the arbitrability of all Disputes. However, the arbitrator will apply applicable substantive law consistent with the FAA and the applicable statute of limitations or condition precedent to suit.

Arbitration Award – The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against or for the benefit of any person who is not a party to the proceeding. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party or if required by applicable law. Such award will be final and binding on the parties, except for any right of appeal provided by the FAA or other applicable law, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Location of Arbitration – You or Piroshky Bakery may initiate arbitration in either King County, Washington or the federal judicial district that includes your billing address.

Payment of Arbitration Fees and Costs – Piroshky Bakery will pay all arbitration filing fees and AAA or JAMS hearing fees and any arbitrator's hearing fees, costs and expenses upon your written request to the arbitrator given at or before the first evidentiary hearing in the arbitration. You are responsible for all additional fees and costs that you incur in the arbitration, including, but not limited to, attorneys or expert witnesses. Fees and costs may be awarded as provided pursuant to applicable law. In addition to any rights to recover fees and costs under applicable law, if you provide notice and negotiate in good faith with Piroshky Bakery as provided in the section above titled "Pre-Arbitration Claim Resolution" and the arbitrator concludes that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorney's fees and costs as determined by the arbitrator.

Class Action Waiver

Except as otherwise provided in this Provision, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class or representative proceeding or claims (such as a class action, consolidated action, representative action, or private attorney general action) unless both you and Piroshky Bakery specifically agree to do so in writing following initiation of the arbitration. **If you choose to pursue your Dispute in court by opting out of the Provision, as specified above, this Class Action Waiver will not apply to you.** Except to the extent that representative claims under California's Private Attorney General Act ("PAGA") are excluded from this Agreement, neither you, nor any other user of the Website can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt-out requirements above.

Jury Waiver

You understand and agree that by entering into these Terms you and Piroshky Bakery are each waiving the right to a jury trial or a trial before a judge in a public court. In the absence of this Provision, you and Piroshky Bakery might otherwise have had a right or opportunity to bring Disputes in a court, before a judge or jury, and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided below, those rights are waived. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived.

Severability

If any clause within this Provision (other than the Class Action Waiver clause above) is found to be illegal or unenforceable, that clause will be severed from this Provision, and the remainder of this Provision will be given full force and effect. If the Class Action Waiver clause is found to be illegal or unenforceable, this entire Provision will be unenforceable, and the Dispute will be decided by a court.

Continuation

This Provision shall survive the termination of your service with Piroshky Bakery or its affiliates. Notwithstanding any provision in these Terms to the contrary, we agree that if Piroshky Bakery makes any change to this Provision (other than a change to the Notice Address), you may reject any such change and require Piroshky Bakery to adhere to the present language in this Provision if a dispute between us arises.

General.

We prefer to advise you if we feel you are not complying with these Terms and to recommend any necessary corrective action. However, certain violations of these Terms, as determined by us, may result in immediate termination of your access to the Website without prior notice to you. The Federal Arbitration Act, Washington state law and applicable U.S. federal law, without regard to the choice or conflicts of law provisions, will govern these Terms. Foreign laws do not apply. The United Nations on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act (UCITA) shall not apply to these Terms. Except for Disputes subject to

arbitration as described above, any disputes relating to these Terms or the Website will be heard in the courts located in King County in the State of Washington. If any of these Terms is found to be inconsistent with applicable law, then such term shall be interpreted to reflect the intentions of the parties, and no other terms will be modified. Our failure to enforce any of these Terms is not a waiver of such term. These Terms are the entire agreement between you and Piroshky Bakery and supersede all prior or contemporaneous negotiations, discussions or agreements between you and Piroshky Bakery about the Website. The proprietary rights, disclaimer of warranties, representations made by you, indemnities, limitations of liability and general provisions shall survive any termination of these Terms.

CALIFORNIA CONSUMER NOTICE.

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: This Applications and Services are provided by Piroshky Baking Company, LLC, 309 S. Cloverdale Street, C 33, Seattle, WA 98108. If you have a question or complaint regarding the Website or Services, please contact Customer Service at cs@piroshkybakery.com. You may also contact us by writing Piroshky Baking Company, LLC, 309 S. Cloverdale Street, C 33, Seattle, WA 98108. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

CONTACT US.

If you have any questions about these Terms or otherwise need to contact us for any reason, you can reach us at cs@piroshkybaker.com or by phone at 206-764-1000.