

## Terms and Conditions Virtual - The Table Less Traveled LLC

Welcome to the terms and conditions ("Terms") for The Table Less Traveled LLC. These Terms are between you (as an individual or on behalf of the business you represent) and The Table Less Traveled LLC and/or its affiliates ("TTLT" or "Us") and govern our respective rights and obligations. Please note that the provision of any goods and/or services associated with virtual events by or organized by TTLT are also governed by supplemental applicable terms, conditions, limitations, and requirements on the TheTableLessTraveled.com website or as detailed in specific quotes/proposals provided by TTLT to you, all of which (as changed over time) are incorporated into these Terms. If you sign up for the provision of any virtual event, you accept these Terms.

## Price, Deposits, Gift Cards, Accepted Methods of Payment

## Price

Prices may be provided on our website or on a discrete basis by way of a quote/proposal.

## **Payment**

TTLT reserves the right to withhold provision of goods and/or services pending resolution of any pricing and/or payment dispute without obligation upon TTLT to return any monies paid. Payments will be non-refundable unless otherwise stated.

#### Gift Cards

Gift cards are not refundable or redeemable for cash or credit, unless required by law. Gift cards may be used to make purchases only up to the available balance on the gift card. The available balance of the gift card is reduced by the amount of each purchase of goods and/or services and by other deductions, if any, that may be required by law. The gift card may not be used to pay for anything other than online virtual events. We reserve the right to correct a gift card balance if we believe that a clerical, billing or accounting error has occurred.

#### Accepted Methods of Payment

TTLT will inform you of acceptable methods of payment. Unless informed otherwise, TTLT accepts wire transfers and checks.

## Cancellation, Reschedule, Refunds

Upon confirmation by TTLT of a virtual event, payments are non-refundable. In the event of a reschedule or cancellation of a class by TTLT, we will contact you and allow you to reschedule.

For public classes, you must notify TTLT of reschedule or cancellation requests at least 48 hours before the scheduled class. You can reschedule to another class within 30 days subject to availability. Please contact us at hello@thetablelesstraveled.com to check availability.

For private classes, you may request a reschedule at least 15 days prior to the scheduled event. Such reschedule cannot be for a date in excess of 60 days from the original scheduled event and shall incur a



reschedule fee of 15% of the total invoiced amounts (including any amounts for recipe kits). If TTLT is unable to agree on a reschedule date for whatever reason, your event will be deemed cancelled and no refund will be payable. If you cancel a private class at any time, there will be no refund.

## Technology and Virtual Event Expectations

We reserve the right to monitor IP addresses that are used to access the virtual events and, if you are determined by TTLT to be breaching any terms or use, we may terminate your access to the virtual event. No refund will be given.

# Intellectual Property

At all times, TTLT and/or its licensors, remain the owner of the intellectual property in the virtual event and the materials (if any). Other than as specified below, no virtual event and/or materials, nor any part of it may be reproduced, stored in a retrieval system or transmitted in any form or by any means without the prior written permission of TTLT.

In consideration of receipt by TTLT of the registration for a virtual event, TTLT grants to you a non-exclusive, non-transferable license to access the virtual event.

You may not modify, copy, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit, make available, disseminate or distribute in any way the virtual event or any of the materials. You may not modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer any software forming part of the materials or create derivative works based on the whole of or any part, or which incorporate, the materials into any software program. Access to the virtual event and use of the materials not expressly permitted is strictly prohibited and will constitute an infringement of either TTLT's copyright or TTLT's other intellectual property rights, and/or the copyright or other intellectual property rights of TTLT's licensors.

# Liability Release

## **Photography**

Unless agreed in writing by TTLT, TTLT reserves the right to take photographs and videos during the operation of any program or part thereof and to use them for promotional purposes. By booking a program with TTLT, you agree to allow images to be used in such photographs and films without payment or permission.

## **Liability**

TTLT, AND OUR AFFILIATES, RESELLERS, DISTRIBUTORS, AND VENDORS, MAKE NO COMMITMENTS, WARRANTIES (EXPRESS OR IMPLIED), GUARANTEES OR CONDITIONS WITH RESPECT TO THE PROVISION OF GOODS AND/OR SERVICES TO YOU OR YOUR EXPERIENCES THEREIN. YOU UNDERSTAND THAT THE PROVISION OF GOODS AND/OR SERVICES ARE PROVIDED ON AN "AS IS" BASIS. IT WON'T MATTER IF YOU DISLIKE YOUR EXPERIENCE OR RECIPE KITS, THE QUALITY OF THE INTERNET CONNECTION, THE QUALITY OF THE ONLINE EVENT, THE RECIPE, OR ANYTHING ELSE OF YOUR PLEASING. TO THE MAXIMUM EXTENT PERMITTED UNDER



APPLICABLE LAW, WE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. TTLT will not be held responsible for any delay or failure to comply with its obligations under these Terms if the delay or failure arises from any cause which is beyond TTLT's reasonable control. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR APPLICABLE LAW THAT CANNOT BE LIMITED OR EXCLUDED. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE.

You understand that our agreement with you does not entitle any third party for whom you purchase a virtual experience to bring a claim directly against TTLT and that you will indemnify and hold TTLT harmless regards any such third party claims.

Notwithstanding the generality of the foregoing, TTLT's maximum aggregate liability to you for any claims that you may have against TTLT for loss in contract, tort or otherwise arising out of or in connection with the provision of goods and/or services by TTLT will be limited to fifty percent of the amounts paid by you or \$30 dollars (whichever is higher).