

## Terms of Use Agreement

Written by Head Baking GAL

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### Terms and conditions of use of Operation Baking Gals (Give A Little Support)

Welcome to Operation Baking GALS (Give A Little Support)! We're glad you are here and want your experience to be enjoyable. We need to set a few ground rules, so please read on.

#### 1. ACCEPTANCE OF TERMS

The terms 'Operation Baking GALS (Give A Little Support)' 'Baking Gals' or 'us' or 'we' refers to the owner and/or administrators of the website whose registered web address is <http://bakinggals.com>. The term 'you' refers to the user or viewer of our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use ('TOU'), which together with our privacy policy govern Operation Baking GALS (Give A Little Support)'s relationship with you in relation to this website. By creating a user name and password, joining a baking team, or hosting a baking team, you agree to accept the TOU in its entirety.

#### 2. MODIFICATIONS OF TERMS OF USE

Baking Gals reserves the right, at its sole discretion, to modify or replace the Terms of Use at any time. If the alterations constitute a material change to the Terms of Use, Baking Gals will notify you by posting an announcement on the Site. What constitutes a "material change" will be determined at Baking Gal's sole discretion, in good faith and using common sense and reasonable judgment. You shall be responsible for reviewing and becoming familiar with any such modifications. Use of the Services by you following such notification constitutes your acceptance of the terms and conditions of the Terms of Use as modified.

#### 3. DESCRIPTION OF SERVICE

Subject to full compliance with the Terms of Use, Baking Gals may offer to provide certain services and content, described as the network of teams, team members, hosts, and recipients

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of baked goods. Services shall include, but not be limited to, any service, network or content Baking Gals performs for you, as well as the offering of any materials displayed, transmitted or performed on the Site (including, but not limited to text, user comments, messages, information, data, graphics, news articles, photographs, images, illustrations, software, audio clips and video clips). The content of the pages of this website is for your general information and use only. It is subject to change without notice. Neither we nor any third parties provide any warranty or guarantee as to the content on the site. Baking Gals may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability.

### 4. YOUR REGISTRATION OBLIGATIONS

As a condition to using Services, you are required to register with Baking Gals and select a user name and password. You shall provide Baking Gals with accurate, complete, and updated registration information. Failure to do so shall constitute a breach of the Terms of Use, which may result in immediate termination of your Baking Gals account. You may not use as a Baking Gals user name that is offensive, vulgar or obscene. Baking Gals reserves the right to refuse registration of, or cancel a Baking Gals user name in its discretion. You shall be responsible for maintaining the confidentiality of your Baking Gals password.

Services are available to individuals under the age of 13 years old given parental permission is granted prior to creating a Baking Gals user name and password.

### 5. USER CONDUCT AND PARTICIPATION

By creating a Baking Gals user name and password, you indicate your interest and/or intent to join a baking team or to host a baking team, or to receive the Baking Gals free newsletter, or to post public comments on articles or news items. You are obligated to conduct yourself in a manner consistent with this TOU, and to refrain from using profanity, vulgar language, personal attacks, harassing or abusing other members, or otherwise conducting yourself in a manner that Baking Gals deems inappropriate.

By joining a baking team or hosting a baking team, you are agreeing to participate to the best of your ability and complete the baking assignment within the shipping window stated for the Round you have joined. Inability to complete the assignment must be communicated to the

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team leader in a reasonable amount of time prior to the close of the shipping window.

In the course of your baking assignment, you will be provided with personal information about the sponsored recipient of baked goods by your team leader, including but not limited to details of their hometown, family structure and/or family members, area of military specialty, location of deployment, and shipping address. **IT IS YOUR EXPRESS OBLIGATION TO PROTECT THE PRIVACY OF OUR SPONSORED RECIPIENTS.** You may not share this information with anyone who is not a registered member of Baking Gals. Members who have been found to have shipped items to a sponsored recipient that could be deemed offensive, vulgar, harmful, hurtful, objectionable, or in any way compromise the integrity of the Baking Gals network, or in any way compromise the safety of the sponsored recipient, will be immediately terminated from the Baking Gals site.

### 6. PRIVACY POLICY

Baking Gals holds your privacy and the privacy of our sponsored recipients with the highest regard. We do not share, sell, or otherwise transmit your data to any third party. We will not share the shipping address of any sponsored recipient with more than 20 team members.

### 7. INDEMNITY

You will indemnify and hold harmless Baking Gals, its parents, subsidiaries, affiliates, customers, vendors, officers and employees from any liability, damage or cost (including reasonable attorneys' fees and cost) from (i) any claim or demand made by any third party due to or arising out of your access to the Site, use of the Services, violation of the Terms of Use by you, or the infringement by you, or any third party using your account or Baking Gals user name of any intellectual property or other right of any person or entity.

### 8. MISCELANEOUS

From time to time, this website may include links to other websites. These links are provided for your convenience to provide further information or to "brag" about our accomplishments. They

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do not signify that we endorse the website(s) or their content. Team leaders have the ability to create articles and emails specifically directed toward their team members. Team leaders do so with the understanding that they are fully liable and responsible for what they write and any potential consequences thereof.