

Carried Away LLC Client Service Agreement, Terms & Conditions

1. Responsibilities.

Carried Away, LLC shall provide You, the Client, with a proposed, customized menu based upon your submitted food preferences form before your scheduled chef visit. Communication of proposed menu will be over email, Carried Away's website or Carried Away mobile application unless otherwise agreed upon between the us.

Upon approval of the menu, Carried Away LLC will provide the service and menu that is mutually agreed upon, or comparable substitutes, on the scheduled date of service. Carried Away will shop for all necessary food items and ingredients for the menu, and then prepare and cook the meals for you in your kitchen at your residential address at that week's scheduled cooking session (scheduled ahead of time by you and Carried Away) in exchange for full payment of the services.

Following the scheduled cooking session, the credit card provided for billing purposes will be charged the applicable charges for that cooking visit. An invoice will be provided to You outlining the charges for that session and a receipt of payment, including but not limited to the food and service costs.

2. Billing and Chef Fees:

Chef Fee: Pricing includes grocery list preparation/shopping, cooking, storing, labeling, reheating instructions, and clean-up. The cost of groceries and containers are separate and will be billed with the chef fee WITHOUT MARKUP. Terms are "Net 10 Days". (Should a check be returned for any reason, client will be charged an additional \$25.) A deposit for services will NOT be required unless the anticipated grocery bill exceeds \$300.

A credit card is required to hold a scheduled cooking appointment, repeated cooking appointment, private event, cooking demonstration, or any other service agreement you and Carried Away agree to enter into.

3. Cancellation Policy

Should client need to cancel after booking appointment, client must advise Carried Away LLC with at least 48 hours notice so we may book other clients for your currently reserved cooking day. Any cancellations within 48 hours of the scheduled cooking appointment will be billed a \$50 cancellation fee and the cost of any groceries unable to be returned, if applicable.

4. Product Availability.

Although Carried Away believes that it will be able to meet your food preferences, it is possible that certain food items will be unavailable, from time to time. In the event an item you have indicated a preference for is temporarily unavailable, Carried Away will provide you with a comparable substitute. Carried Away will not, for any reason, redeliver items that are unavailable at the time of delivery.

5. Communications

Carried Away shall conclusively presume that online communications received from you by Carried Away via email are accurate, complete, and authorized by you as received by Carried Away. You agree not to contest the validity and binding legal effect of those communications.

6. Disclaimer of Warranty.

Carried Away personal chef and catering services are provided on an "AS IS" or "AS AVAILABLE" basis and Carried Away does not provide any assurances of the availability or usability by you of the services or the Site. Carried Away makes no representations or warranties, whatsoever, as to the substance, accuracy or sufficiency of any Product information listed on the Site. Carried Away MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE PRODUCTS SOLD, THE WEBSITE, THE PERSONAL CHEF AND CATERING SERVICES, DELIVERIES, OR OTHERWISE.

7. LIMITATIONS.

a. LIABILITY

Carried Away SHALL NOT BE LIABLE TO YOU FOR ANY INTERCEPTION OF ONLINE COMMUNICATIONS, SOFTWARE OR HARDWARE PROBLEMS (INCLUDING, WITHOUT LIMITATION, VIRUSES, LOSS OF DATA, OR COMPATIBILITY CONFLICTS), UNAUTHORIZED USE OF YOUR CREDIT CARD, OR OTHER CONSEQUENCE BEYOND THE REASONABLE CONTROL OF Carried Away. ANY LIABILITY OF Carried Away (INCLUDING ITS EMPLOYEES, AFFILIATES, OR AGENTS) TO YOU FOR DAMAGES, INJURIES, LOSSES AND CAUSES OF ACTION, OF ANY KIND OR NATURE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EITHER JOINTLY OR SEVERALLY, SHALL BE STRICTLY LIMITED TO THE AGGREGATE DOLLAR AMOUNT PAID BY YOU TO Carried Away IN YOUR MOST RECENT USE OF THE PERSONAL CHEF & CATERING SERVICE IMMEDIATELY PRIOR TO THE CLAIMED INJURY, LOSS OR DAMAGE.

Carried Away's maximum liability to Client under this Agreement under any and all circumstances shall be limited to the amounts actually paid by Client to Carried Away. The existence of more than one claim shall not enlarge or extend the limit. Client hereby waives any and all liability, claims and demands related to the services provided in excess of the limitation provided for in this Paragraph 7a.

b. Effect of Limitation

Client acknowledges that the limitations set forth in numbered Paragraph 8 are integral to the amount of fees charged for the services, and recognizes that were Carried Away to assume any further liability beyond that set forth in numbered Paragraph 8, such fees would be substantially higher.

c. Indemnification

Client shall indemnify and save harmless Carried Away and all its employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees arising from or relating to Carried Away's performance of the terms of this Agreement.

d. Limitation on Damages

In no event shall Carried Away be liable for any special, incidental, indirect, or consequential damages of any kind resulting from its performance or failure to perform pursuant to the terms of this Agreement.

8. Confidentiality.

Carried Away values You as a customer and Your right to privacy. Except as may be otherwise required by law, Carried Away (i) will exercise reasonable efforts to ensure that Your information remains confidential and is available only to personnel who have a need to know such information in connection with providing You with Carried Away's personal chef & catering services or otherwise for Carried Away's general business purposes, and (ii) will not sell Your name, address or similar personally identifying information to unrelated third parties or permit the use of such information outside the scope of the Carried Away personal chef & catering service or Carried Away's general business purposes. Carried Away may, and reserves the right to, use and disclose internally within Carried Away and with its affiliated business partners, any aggregated information, including information You provide to Carried Away, regarding Carried Away's customers and usage of the personal chef & catering service, for any purpose.

9. Changes to Terms and Conditions.

Carried Away reserves the right to, with or without notice to You, in Carried Away's sole discretion, amend the Terms and Conditions for use and purchases regarding the personal chef & catering services. Any amendments by Carried Away will be effective only as to orders You place after Carried Away's revisions of these Terms and Conditions as sent to You. In the event that the Terms and Conditions have changed since Your last order, it is Your responsibility to review the Terms and Conditions before submitting each order. Carried Away has no responsibility to notify You of any changes before any such changes are effective.

10. Terms and Conditions Govern.

These Terms and Conditions, as amended from time to time, and the information contained in Your order form shall be the sole terms of the agreement between You and Carried Away regarding Your purchases. All statements otherwise made on the Site, or otherwise, are intended only for Your convenience and do not form and are not included in the Agreement or the terms for Your purchase.

11. Carried Away's Right to Refuse Service.

Carried Away, in its sole discretion, reserves the right to refuse service to anyone, with or without cause or reason.

Carried Away reserves the right to add, delete or change fees or charges at any time upon notice as provided in this Contract.

12. Entire Agreement

This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter.