

TERMS AND CONDITIONS

***Includes Terms and Conditions AND Terms of Use

TERMS AND CONDITIONS

I (the "client") acknowledge that I have carefully read, understand, and accept the terms and conditions listed below.

Acknowledgement of Risk & Waiver of Liability: I (the "client") acknowledge and agree that: (i) I have the right and ability to waive all rights and legal claims against 3BAM Enterprises (Bambino Chef) on behalf of the above mentioned student, (ii) I am aware that the facilities and services offered by Bambino Chef involve risks of injury and illness including but not limited to burns, cuts, scrapes and other risks associated with preparing and consuming food and I assume all risks associated therewith, (iii) In the event of emergency, I give my consent to Bambino Chef ("Cooking and Event Planning Services") to provide medical care and give authority to any emergency personnel to render immediate aid, and (iv) On behalf of myself and my heirs I hereby release, discharge, indemnify and hold harmless my affiliates, employees, members, contractors, successors and assigns from any and all injuries, illnesses, medical conditions, claims, liabilities, expenses or judgments, including attorney's fees, out of or relating to the "Cooking and Event Planning Services".

This Agreement shall be treated as though it were executed and performed in the State of New Jersey and shall be governed by and construed in accordance with the laws of the State of New Jersey (to conflict of law principles). Should a dispute arise concerning the terms and conditions of this Agreement or the breach of same, the maximum liability of Bambino Chef and the covered party, in the aggregate, under any and all circumstances will be equal to any fees that the client have paid to Bambino Chef for the service. The parties agree to submit their dispute for resolution to the American Arbitration Association. Any award rendered shall be final and conclusive to the parties.

Enrollment Policy: Ultimately Bambino Chef reserves the right to make decisions about enrollment and participation in classes and programs. I will agree if Bambino Chef requests my credit card information for program. As a compensation I will receive prorated refund amount. If enrolled and purchased a pack of classes, Bambino Chef requires attendance for all classes in a consecutive order. Bambino Chef can cancel the enrollment if the policy is not followed by the registrant. All enrollments expire within 6 months following the purchase of classes and classes are non transferrable.

Special Events: If an inappropriate behavior is taking place during the special events at Bambino Chef, we reserve right to ask the participant/guest to leave our premises immediately.

Cancellation Policy: Our cancellation policy doesn't allow monetary refunds and accepts cancellation requests only via email (Bambino Chef has a right to honor the cancellation request for the class). For class cancellation 24 hour advance notice is required via email in order to receive class credit. Only 1 credit is issued for semester (class pack) sessions and must be used for the class. For Drop In sessions (single). Bambino Chef can't accommodate later cancellations due to scheduling and administrative related issues. For parties and events cancellation we case of a rescheduling request a new deposit will be required OR 1 month notice of rescheduling is required. For camp cancellations we will not provide camp or class credit. Bambino Chef or modify a class or event for any reason, including but not limited to insufficient enrollment or instructor illness. Families will be contacted via email and either a full refund or a credit to be issued.

Class Participation Policy: We encourage children to learn activities independently as well as with family or additional assistance. For Solo (without caregiver) children don't need to be picked up upon the termination of the class session however we require an authorization for pick up. For Accompanied (with caregiver) classes one adult must attend with a child. We encourage together and learning new activities – for family sessions registration is per person.

Property of Bambino Chef: All furniture, tools, supplies, decorations and other materials not limited to other objects at Bambino Chef studio are property of Bambino Chef and can't be returned to Bambino Chef's studio. Families are responsible for any items removed from our property/premises and are required to provide full compensation for these objects immediately. We are respectful when at our venue as we are always surrounded by children and strive to keep a peaceful and safe environment. Anyone violating these regulations will be asked to leave immediately.

Online Checkout & Retail Store Policy: We don't share your personal information and your payment information is secure. Our Secure Sockets Layer (SSL) Software is the industry standard software available for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address, so that this information cannot be read or intercepted by anyone. **Online and In Store Retail Store Policy:** All online orders normally ship within 2-3 business days – we will advise if any delay has occurred. All refunds will be provided as a credit to the purchase within 14 (fourteen) days of the purchase; after 15 days we are unable to accept returns, provide exchange or store credit.

Privacy Policy: As addressed in Terms of Use, privacy of our customers are very important to us. Bambino Chef gathers customer information strictly to provide better service and in an effort to keep our customers up to date on upcoming events, classes, news and promotional events. We do not share your information as follows sell, rent or give your name, address or any other personal information directly via email to be removed from our distribution list if no longer wish to receive communication.

Photography & Multi-Media Policy: I agree that all photographs and videos taken by Bambino Chef employees and agents during classes and events are the property and exclusive copy right of Bambino Chef and can be used for publicity purposes. I agree and that no compensation will be given for the use of this media.

Food Allergies: Although we don't use nuts in our recipes at our facility, we do not have any control of non nut containing products manufactured by various providers that may manufacture at the their facilities.

TERMS OF USE

Welcome to the Bambino Chef Web site, www.bambinochef.com, ("Site"). Please review the following basic terms that govern your use of our Site and services. Please note that your use of our Site is subject to the following terms and conditions. We may change, move or delete portions of, or may add to our Site from time to time.

Intellectual Property: This Site is owned and operated by Bambino Chef. Unless otherwise noted, all materials, including images, illustrations, designs, icons, photographs, product images, other materials that appear as part of this Site (collectively, the "Contents") are copyrights, trademarks, trade dress and/or other intellectual property owned, controlled or licensed by 3BAM or affiliates ("Bambino Chef"). The Site as a whole is protected by copyright and trade dress. All worldwide rights, title and interests are reserved. Bambino Chef trademarks appearing at Bambino Chef. The Contents of our site, and the Site as a whole, are intended solely for personal, noncommercial (other than for the purchase of merchandise from our site) use by the user. No download or copy the Contents and other downloadable materials displayed on the Site for your personal use only. No right, title or interest in any downloaded materials or software is transferred by or in part, any of the Contents, the Site, or any related software.

Prohibited Use: You may not cause harm to the Site. Specifically, but not by way of limitation, you may not: (i) interfere with the Bambinochef.com or affiliate online web site service by programs or technology designed to disrupt or damage any software or hardware; (ii) modify, create derivative works from, reverse engineer, decompile or disassemble any technology owned, controlled or licensed by Bambinochef.com or affiliate online web site service; (iii) use a robot, spider or other device or process to monitor the activity on or copy pages from the Web site, except in the operation of an "engine", hit counters or similar technology; (iv) impersonate another person or entity; (v) engage in any activity that interferes with another user's ability to use or enjoy the Bambinochef.com service; or (vi) assist or encourage any third party in engaging in any activity prohibited by these Terms of Use.

Prohibited use also includes the use of our trademarks or names in metatags and/or hidden text. Specifically, the use of our trademarks or names in metatag keywords is trademark infringement. Trademarks or names in page text, metatags, and/or hidden text for purposes of gaining higher rankings from search engines is unfair competition. Linking to any Bambinochef.com or affiliate website without express written permission from Bambino Chef. Framing, inline linking or other association of the Bambinochef.com or affiliate web site or its Materials with links, advertisements originating from the Bambinochef.com or affiliate web site is prohibited absent express written permission from Bambino Chef.

User Comments, Feedback, and other Submissions: We welcome your feedback on the Site. All comments, feedback, postcards, suggestions, ideas, and other submissions disclosed by you on or by this Site or otherwise disclosed, submitted or offered in connection with your use of this Site (collectively, "Comments") shall be and remain Bambino Chef's property. Your submission or offer of any Comments shall constitute an assignment to Bambino Chef of all worldwide rights, title and interests in all copyrights and other intellectual property in the Comments. Bambino Chef shall have the right to use, modify, reproduce, disseminate, and otherwise use the Comments for any purpose, in any medium, in any form, and in any location, without limitation. (1) in confidence; (2) to pay any compensation for any Comments; or (3) to respond to any user Comments. However, we will not use your name unless we are required by law to identify the user. We may use your name, suggestions, ideas or comments, or unless we first obtain your permission. You represent that no Comments submitted by you to the Site will violate any right of any third party, trademark, privacy or other personal or proprietary right(s). You further represent that no Comments submitted by you to the Site will be or contain libelous or otherwise unlawful, abusive or defamatory and shall remain solely responsible for the content of any Comments you make.

Class Availability & Pricing: Most Bambino Chef classes displayed at the Site are available through online registration. The prices displayed at the Site are quoted in U.S. Dollars and are in the United States.

In the event a class is listed at an incorrect price or location due to typographical error or other error, Bambino Chef shall have the right to refuse or cancel any registrations for enrollment at the incorrect price. Bambino Chef shall have the right to refuse or cancel any such registrations whether or not the registration has been confirmed and your credit card charged. If your credit card is charged for the registration and your registration is canceled, Bambino Chef shall immediately issue a credit to your credit card account in the amount of the incorrect price.

Class Information: We have made every effort to display as accurately as possible the classes, locations, and other information that appear on the Site. However, we cannot guarantee the accuracy of the information.

Links to Other Web Sites and Services: To the extent that this Site contains links to outside services and resources, the availability and content of which Bambino Chef does not control, a link to such service or resource, or any link thereto, should be directed to the particular outside service or resource. Bambino Chef makes no representation or warranty that any web site links or materials.

Disclaimer: THIS SITE AND ALL CONTENTS OF THE SITE ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE BY YOUR USE OF THE SITE THAT YOU ASSUME FULL RESPONSIBILITY FOR ALL COSTS ASSOCIATED WITH ALL NECESSARY SERVICING OR REPAIRS OF ANY EQUIPMENT YOU USE OF OUR SITE, AND THAT BAMBINO CHEF SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RELATED TO YOUR USE OF THIS SITE.

Indemnification: You agree to defend, indemnify and hold Bambino Chef harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or resulting from the Site or any claim by a third party that your Comments infringe the third party's rights.

Miscellaneous: Unless otherwise specified and except to the extent Bambino Chef products are offered for sale in the United States through this Site, this Site and the contents thereof are intended for use in the United States and are not intended for use in any other country. This Site is controlled and operated by Bambino Chef from its offices in Jersey City, New Jersey. This Agreement shall be construed in accordance with the laws of the State of New Jersey, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved in the state and federal courts of the State of New Jersey, County of Jersey City.

Termination: Bambino Chef may terminate this Agreement at any time, immediately without notice, and accordingly deny you access to the Site, if in Bambino Chef's sole discretion you fail to comply with the terms and conditions of this Agreement.