

Smooth & Sharp™ Terms of Use

The following Terms of Use are entered into between You and SK Cake Design Academy Inc. (“Company”, “we”, or “us”).

The following terms and conditions, together with any documents they expressly mention or incorporate by reference (collectively, “Terms of Use”), govern your access to and use of skcakedesignacademy.com, including any content, programs, functionality or services offered through the site or related sites (the “COURSE”), whether as a guest or a registered user.

Please read these Terms of Use carefully before you start to use the Course. By using the Course or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated by reference. If you do not agree to these Terms of Use including the agreements incorporated documents, you cannot access or use the Course.

This Course is offered and available to users who are 18 years of age or older. By using this Course, you represent and warrant that you are of legal age to form a binding contract with the Company and comply with the terms of this Agreement. If you do not meet all of these requirements, you must stop using the Course.

1.0 COURSE/SERVICE.

SK Cake Design Academy Inc (herein referred to as “Company”) agrees to provide the Smooth & Sharp™ Cake Design (herein referred to as “Course”) as identified on the Course. As a condition of purchasing and participating in the Course, you agree to be bound by all the policies and procedures set out in this Agreement, including those incorporated by reference.

As part of the Course, the Company shall provide you:

A Password Protected Course Area: The Company shall maintain a Course Area that may include various types of content, including video, audio, written lessons, templates, worksheets, checklists, slide decks and other training and support materials. You shall have access to this Course Area for as long as the Course Area exists, however no less than 120 days. In the event that Company intends to close the Course Area, it shall provide you with a 30-day notice and the ability to download the resources contained in the Course Area, which is what is referred to as “Lifetime Access” in any marketing material.

Course Participant Facebook Group: The Company shall create and maintain a closed Facebook group for students of the Course (“the

Course Group”). The Course Facebook Group shall be open for a period of 5 weeks, (“Course Period”) beginning the first day of the course (“the Course Start Date”). This is a community-run group, meaning that students are encouraged to help each other. The Company requires participants to abide by the group policies posted in the Facebook Group, by the rules of the group hosting platform and any other directives by Course staff or they may be dismissed from the group.

Company representatives/Sahajbir Kaur may conduct office hours/live Question and Answer sessions each week inside the Course Group. At the completion of your Course Period, the Company shall automatically archive this Course Group. You will have continual access to this Course Group as long as it exists and you comply with the applicable policies.

Alumni Facebook Group: After 12 weeks, you may be moved to a different closed Facebook group reserved for alumni students (“the Alumni Group”). This is a community-run group, meaning that students are encouraged to help each other. You must abide by the group policies posted in the Alumni Group or their access may be revoked. The Company reserves the right to discontinue these question and answer sessions at any time without any advanced notice. You shall have access to the Alumni Group for as long as it exists, however no less than 120 days. In the event that Company intends to close the Alumni Group, it shall provide you with a 30-day notice.

Small Group Coaching: The Company may schedule coaching calls that will depend on your timely participation in the calls. You should show basic etiquette for other participants and for Company’s time and should not interrupt or monopolize the conversation. You should not share any confidential information learned from the call, including information learned from Company or from other participants. Please be respectful and courteous to make the best use of this Course feature.

Accountability partners: The Company may pair up participants with an accountability partner if indicated. You should show basic etiquette for the other participant. You should not share any confidential information with your accountability partner and use your best judgment in sharing any personal or identifying details. Company does not perform any type of background check and is not responsible for the conduct of any third parties within the group, including an accountability partner. If you have any concerns, please contact the Course staff at the hello@skcakedesignacademy.com.

Bonuses: Company may offer bonuses to individuals who sign up for the Course. You shall be entitled to any bonuses offered at the time of your enrollment. Bonuses are not guaranteed to be available

for the entire lifespan of the Course and they vary depending on specific live and automated promotions throughout the year.

2.0 Disclaimer.

The Company's Terms of Use, Privacy Policy, and Disclaimer are hereby incorporated by reference into this agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to your participation in the Course.

You understand Company is not serving you as a licensed professional and is not providing accounting, tax, legal, financial, healthcare, therapeutic advice, diagnosis or treatment. You understand that Consultant has not promised and will not; (1) procure or attempt to procure employment or business or sales for You; (2) perform any business management functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto; (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; (4) act as a public relations manager; (5) act as a publicist to procure any publicity, interviews, write-ups, features, television, print or digital media exposure for You; (6) introduce You to Consultant's network of contacts, media partners or business partners; (7) diagnose or treat any illnesses or disease or (8) promise any set of results from the Course. You understand that a relationship does not exist between the parties after the conclusion of this Course. If the Parties wish to continue their relationship, they shall execute a separate agreement that explicitly governs that relationship.

3.0. PAYMENT

In consideration of your access to the Course, You agree to pay the following fees:

A. You must pay the balance reflected on the sales checkout page (due immediately).

or

B. You may choose between a single payment reflected on the sales checkout page (due immediately) or [3 monthly payments of \$147]. If you select the payment plan, you must pay the initial payment today and then your selected payment method will be automatically charged the following [2 payments] on a monthly basis, for a total payment of \$441. If you opt for monthly payments, you will remain responsible for those payments unless you obtain a refund according to the Course's Refund Policy set forth below. You may not cancel or avoid these payments except through the Refund Policy. In the event that any payment is not made, the Company shall immediately suspend your access to the Course.

4.0. METHODS OF PAYMENT

If You elect for the payment plan, You hereby authorize the Company to charge your credit card or debit card automatically according to the terms set forth in the Payment section above. If You pay via ACH, you understand and agree that any and all changes in your account information, including requests to terminate this agreement, must be in writing and be delivered to Company, at the above address, at least twenty-one (21) days prior to the next due date. If the payment due date falls on a weekend or holiday, you understand and agree that the payment may be executed on the next business day. You understand and agree that as this is an electronic transaction, adequate funds must be available for withdrawal from my account by the payment due date. In the case of an ACH transaction being rejected for Non Sufficient Funds (NSF), submission error, or other bank related return reasons, you understand and agree that the company may at its discretion resubmit the ACH debit transaction within thirty (30) days. You understand and agree that, in accordance with the loan documents, a 10% late charge will be assessed if the amount due is not received in good and collected funds by the end of the grace period. You also understand and agree that a return item charge may be assessed for each returned ACH debit. You also acknowledge that the origination of ACH transactions to Company account must comply with provisions of U.S. law and agree not to dispute this recurring billing with your bank so long as the transactions correspond to the terms indicated in this authorization form.

5.0. REFUND POLICY

We want You to be satisfied with your purchase, but we also want You to give your best effort to apply all of the strategies in the course. The Company provides a [14 day money back guarantee] (“refund period”), for the Course. That money-back guarantee is governed by the following terms.

In order to qualify for a refund You must submit proof that You did the work in the course and it did not work for You. In the event that You decide your purchase was not the right decision, within the refund period, contact our support team at hello@skcakedesignacademy.com and let us know you’d like a refund by the end of the refund period at 11:59PM EST. You must include the requested coursework with your refund request. If You request a refund and do not include your coursework by the last day of the refund period, You will not be granted a refund. The work that You need to submit with your request for a refund includes ALL of the following items:

Proof that you’ve watched all the modules, downloaded and

completed all worksheets, and applied course teachings to baking cake recipes, making buttercream, filling/masking cakes, and covering a cake with fondant.

We will NOT provide refunds for any request that comes more than 14 days following the date of purchase. After day 14, all payments are non-refundable and you are responsible for full payment of the fees for the Course regardless of whether you complete the Course.

Please note: If you opted for a payment plan and you do not request a refund within 14 days, with the required coursework at the time of your refund request, you are required by law to complete the remaining payments of your payment plan.

Upon determining that you are entitled to a refund pursuant to this policy, the Company will promptly issue an instruction to its payment processor to issue the refund. The Company does not control its payment processor and will not be able to expedite any refunds.

If you receive a refund of any purchase through this money-back guarantee, that shall immediately terminate any and all licenses granted you to use the material provided to you under this Agreement and the Company's Terms of Use. You shall immediately cease using the material and shall destroy all copies of the information provided to you, including without limitation: video recordings, audio recordings, forms, template documents, slide shows, membership areas, social media groups limited to paying members, and other resources.

All refunds are discretionary as determined by Company. To further clarify, we will not provide refunds for requests made after the refund period from your date of purchase and all payments must be made on a timely basis. If payments are not made on time, you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

Note that only the course payment is refundable. Any other products or services purchased are strictly non-refundable due to the nature of digital products and services.

If you have any questions or problems, please let us know by contacting our support team directly. The support desk can be reached at: hello@skcakedesignacademy.com.

6.0. CONFIDENTIALITY

The Company respects your privacy and will not disclose any information you provide except as set forth in this Agreement and in the incorporated Privacy Policy. As a condition of participating in the Course, you hereby agree to respect the privacy of other Course

participants and to respect the Company's confidential information.

Specifically, you shall not share any information provided by other Course participants outside of the bounds of the Course, in any format, unless you receive express written permission from such other participant to share the information. Similarly, the content of the Course contains the Company's proprietary methods, processes, forms, templates, and other information. You hereby agree not to share the information provided in the Course with anyone other than the Company, its owners and employees, and other Course participants.

7.0. GUEST CONTENT

The Company may provide information from a third party in the form of a podcast guest interview, audio interview, interview on another platform, guest blog post, panel, roundtable, or other format. The Company does not control the information provided by any third-party guest or its truthfulness and cannot guarantee the veracity of any guest information.

Individuals who agree to appear as guests or contribute content in any way to the Company agree to transfer all intellectual property rights they may have in any such interviews to the Company and further provide a license to any rights they are unable to assign.

8.0. NO TRANSFER OF INTELLECTUAL PROPERTY

All content included as part of the Course, such as text, graphics, logos, slides, images, audio, video, as well as the compilation thereof, and any software used in the Course, is the property of the Company or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You cannot use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Course are the trademarks of their respective owners.

Your participation in the Course does not result in a transfer of any intellectual property to you, and, as a condition of participation in the Course, you agree to observe and abide by all copyright and other intellectual property protection.

You are granted a limited, personal, non-exclusive, non-transferable, license to access and use the Course content and resources for your own personal or internal business use. You hereby agree that

you will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Course. By ordering or participating in Course/Courses, you further agree that you shall not create any derivative work based upon the Course and you shall not offer any competing products or services based upon any information contained in the Course.

The Company content is not for resale. Your participation in the Course does not entitle you to make any unauthorized use of any protected content, and in particular you will not remove or alter any proprietary rights, metadata, footnotes, watermarks or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if you violate the Company's intellectual property rights, your access to the Course will be terminated immediately, and you shall not be entitled to a refund of any portion of the fees. You may also be subject to further penalties or damages as permitted by the fullest extent of the law. You acknowledge that the actual damages likely to result from breach of this Section are difficult to estimate on the date of this agreement and would be difficult for Company to prove. The parties intend that your payment of the Liquidated Damages Amount would serve to compensate Company for any breach by you of its obligations under this Section, and they do not intend for it to serve as punishment for any such breach by You. Each instance of noncompliance with this prohibition constitutes a separate instance of infringement, and subjects You to a payment obligation in the amount of \$150,000 CAD per infringement, as liquidated damages and not as a penalty.

The Company provides various resources on this Website, which users may access by providing an email address. The Company grants you a limited, personal, non-exclusive, non-transferable license to use our resources provided in exchange for an email address for your own personal or internal business use. Except as otherwise provided, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Content in any manner.

By downloading the Content, you agree that the Content you download may only be used by you for your personal or business

use and may not be sold or redistributed without the express written consent of the Company.

By downloading the Content, you further agree that you shall not create any derivative work based upon the Content and you shall not offer any competing products or services based upon any information contained in the Content.

9.0 INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Company is agreeing only to provide you with access to the Course, for information and educational purposes. The information contained in the Course, including any interactions with the instructors, is not intended as, and shall not be understood or construed as professional advice.

10.0 FORCE MAJEURE

The Company shall not be liable or responsible to you, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in performing any term of this Agreement if caused by acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), server failures, data breaches, data loss or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

11.0 SEVERABILITY/WAIVER

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate such term in any other jurisdiction.

12.0 MISCELLANEOUS

You agree to hereby absolve the Company of any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the Course and/or any information and resources contained in the Course. You agree that the Company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or

damages for use of the Course.

The information, software, products, and service included or available through the Course may include inaccuracies or typographical errors. Changes are periodically added to the information in the Course. The Company and/or its suppliers may make improvements and/or changes in the Course at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Course for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided “as is” without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Course, with the delay or inability to use the Course or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Course, or otherwise arising out of the use of the Course, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some Provinces or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. If you are dissatisfied with the Course or any portion of it, your sole and exclusive remedy is to discontinue using the Course.

13.0 ASSIGNMENT

You may not assign this Agreement without the express written consent of Company.

14.0 MODIFICATION

The Company reserves the right, in its sole discretion, to change the Terms under which the Course is offered. The most current version of the Terms will supersede all previous versions. The Company encourages you to periodically review the Terms to stay informed of our updates.

15.0 TERMINATION

The Company reserves the right, in its sole discretion, to terminate your access to the Course and the related services or any portion thereof at any time, if you become disruptive to the Company or other Course participants, if you fail to follow the Course guidelines, or if you otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.

16.0 INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Course and related services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

17.0 RESOLUTION OF DISPUTES

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to this Course, the Company, any and all contracts you enter into with the Company, and any and all of the Company's products and services.

To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only through binding arbitration to occur in Toronto, Ontario. You further agree to and do hereby waive any right to class arbitration and agree, instead, to conduct an arbitration related solely to any individual claims you and/or any entity related to you asserts against the Company. To the full Ontario extent permissible by law, you further agree that you shall be responsible for all costs associated with initiating the arbitration and for the administration of the arbitration.

18.0 INTERNATIONAL USERS

The Service is controlled, operated and administered by the Company from our offices within Canada. If you access the Service from a location outside Canada, you are responsible for compliance with all local laws. You agree that you will not use the Company

Content accessed through the Course in any country or territory or in any manner prohibited by any applicable laws, or regulations.

19.0 EARNINGS DISCLAIMER

Every effort has been made to accurately represent this product/course and its potential. This site and the products offered on this site are not associated, affiliated, endorsed, or sponsored by any platform, including YouTube, Instagram, or Facebook, nor have they been reviewed, or certified by any platform.

There is no guarantee that you will earn any money using the techniques and ideas in these materials. Examples in these materials are not to be interpreted as a promise or guarantee of earnings. Earning potential is entirely dependent on the individual person using our product, ideas and techniques. We do not position this Course as a “get rich quick scheme.”

Any claims made of actual earnings or examples of actual results can be verified upon request. Your level of success in attaining the results claimed in our materials depends on the time you devote to the program, the individual ideas and techniques mentioned, your finances, knowledge and various skills and time commitment. Since these factors differ widely according to individuals, we cannot guarantee your success or income level. We wish you the best, but are not responsible for any of your actions in using this course/program.

Materials in our products or Course may contain information based upon forward-looking statements within the meaning of the Securities Litigation Reform act of 1995. Forward-looking statements give our expectations or forecasts of future events. You can identify these statements by the fact that they do not relate strictly to historical or current facts. They use words such as “anticipate,” “estimate,” “expect,” “project,” “intend,” “plan,” “believe,” and other words and terms of similar meaning in connection with a description of potential earnings or financial performance.

Any and all forward-looking statements here or on any of our sales material are intended to express our opinion of earnings potential. Many factors will be important in determining your actual results and no guarantees are made that you will achieve results similar to ours or anybody else’s, in fact no guarantees are made that you will achieve any results from our ideas and techniques in our material. Every person is different and every situation is different and success is highly dependent on individual work and fact-specific scenarios. All information is presented “as is” without any guarantees.

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