

## TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service ("Terms and Conditions" or "Terms") are hereby entered into between Cookie La Doula, LLC ("We," "Us", "Our," or "the Company") and the User ("You" or "Your").

- **1. Definitions.** The following words are defined for the purposes of these Terms and Conditions, and apply whether the word is capitalized or not.
  - a. "Services" refers to the consultation, review and draft of any Work Product, as defined below.
  - b. **"Work Product"** refers to any documents, products, or otherwise, that are produced as a result of the Services.
  - c. "Purchaser" refers to the individual who has purchased these Services.
- 2. Binding. By using these Services You hereby agree to be bound to the Terms and Conditions for the Services referenced herein. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE HEREBY EXPRESSLY PROHIBITED FROM USING THESE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.
- 3. Indemnification. To the extent permitted by law, You agree to indemnify and hold harmless the Company, the Company's officers, employees, agents, sub-contractors, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of time spent by the Company's legal counsel, related to or arising from any act, including but not limited to inaction, omission or negligence by You or any of Your employees, agents, sub-contractors, family members, friends, or associates. This section shall survive the Terms indefinitely.
- **4. No Warranty.** You expressly acknowledge and agree that the use of any Work Product is at your sole risk. To the maximum extent permitted by applicable law, the Work Product and any Services performed or provided by Us are provided "As Is" and "As Available," with all faults and without warranty of any kind. No oral or written information or advise given by Us or Our authorized representative shall create a warranty. Should the Work Product of Services prove defective, You assume the entire cost of all necessary servicing, repair, or correction.
- **5. Understanding.** As the User of these Services, You understand the following:
  - a. We are not an attorney or legal counsel in any capacity, whether Bar Certified or otherwise, and do not explicitly or implicitly claim to be one. You understand that the Services being provided to You are for educational purposes only and that You are hereby advised to seek legal counsel to finalize any Work Product that You intend to utilize for Your business, or otherwise.
  - b. The Services and Work Product are non-refundable.
  - c. These Terms apply to You, whether You are the purchaser of the Services, or received these Services as a gift from the purchaser of these Services.
- **6. Governing Law.** These Terms and Conditions will be governed by and construed in accordance with the law of the State of Georgia. Each Party irrevocably submits to the exclusive jurisdiction and venue of the federal and state courts located in the county of DeKalb.