

# Diabetic Bake Shop™ Terms and Conditions

Effective Date: April 19, 2025

## 1. Acceptance of Terms

By accessing this website or placing an order, you agree to be legally bound by these Terms. If you do not agree, do not use this website.

## 2. Eligibility

You must be at least 18 years old or using the website under supervision of a legal guardian.

## 3. Products and Availability

All products are made to order and subject to availability. We may modify or discontinue products at any time. Minor variations do not constitute defects.

## 4. Pricing and Payment

All prices are in USD and subject to change. Full payment is required at time of order.

## 5. Payment Processing

Payments are processed through secure third-party providers. We do not store credit card data.

## 6. Order Acceptance

We may refuse or cancel any order for any reason including fraud or pricing errors.

## 7. Order Accuracy

You are responsible for confirming all order details prior to submission.

## 8. Pickup and Delivery

Local pickup and delivery only. No shipping.

## 9. Transfer of Responsibility

Risk transfers upon pickup or delivery completion.

## 10. Delivery Condition Disclaimer

Products are perishable and time-sensitive. We are not responsible for quality degradation due to delays, storage conditions, or handling after delivery.

## 11. No Refund Policy

All sales are final. Replacement or store credit may be offered at our discretion.

## **12. Allergen Disclaimer**

Products may contain allergens. We cannot guarantee an allergen-free environment.

## **13. Dietary Disclaimer**

Products are not intended for medical use. Consumption is at your own risk.

## **14. No Warranty**

All products and services are provided "as is" without warranties of any kind, express or implied, including merchantability or fitness for a particular purpose.

## **15. Chargebacks**

You agree to contact us before initiating any chargeback.

## **16. Arbitration**

Disputes shall be resolved by binding arbitration in Texas under American Arbitration Association rules. Class actions are waived. Each party bears its own costs unless required by law.

## **17. Limitation of Liability**

Liability is limited to the amount paid. No indirect or consequential damages.

## **18. Indemnification**

You agree to indemnify us against claims arising from misuse or improper consumption.

## **19. Intellectual Property**

All content is owned by Diabetic Bake Shop™.

## **20. Privacy**

We do not sell or share personal data except for payment processing or legal compliance.

## **21. Force Majeure**

We are not liable for delays or failures due to events beyond our control including weather, power outages, supply disruptions, or equipment failure.

## **22. Governing Law**

Governed by Texas law.

## **23. Changes to Terms**

We may update these Terms at any time.

## **24. Contact**

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