

TERMS OF USE

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If you are a current Chibo Host or would like to become a Chibo Host, please view the [Chibo Host Agreement](#).

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2. YOUR CONDUCT WHILE ON SITE

In using the Site, You agree not to:

- (a) disrupt or interfere with the security of, or otherwise abuse, the Site, or any services, system resources, accounts, servers or networks connected to or accessible through the Site or affiliated or linked sites;
- (b) disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked sites;
- (c) upload, post or otherwise transmit through or on the Site any viruses or other harmful, disruptive or destructive files;
- (d) use or attempt to use another's account, service or system without authorization from Chibo or a Service Provider, or create or use a false identity on the Site;
- (e) transmit through or on the Site spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;
- (f) attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access; and
- (g) divulge Your username or password to others either on or off the Site.

In addition, You agree that You are solely responsible for actions and communications undertaken or transmitted under Your account, and that You will comply with all applicable local, state, national and international laws and regulations, including but not limited to United States export restrictions, that relate to Your use of or activities on the Site. The Site is controlled and operated in the United States. If You are in a jurisdiction that restricts You from accessing or using the Site, do not access

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The Site may contain areas where You may post and share comments with other Site users on a variety of subjects. You agree that You will not post or otherwise disseminate on or through the Site unlawful, harassing, libelous, tortious, abusive, offensive, threatening or obscene communications or material of any kind, or materials which infringe or violate any third party's copyright, trademark, trade secret, privacy or other proprietary property right, or that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation; or, that are otherwise objectionable, including without limitation, content that evidences bigotry, racism, sexism, or hatred or that promotes illegal activities or physical harm against anyone. Chibo and its Service Providers reserve the right, but do not have the obligation, to remove any materials they deem objectionable without any notice to You. You agree to hold harmless Chibo, its Affiliates, Service Providers and Business Partners from all third party claims based upon communications made, materials posted, or any other use You make of the Site. You also agree to hold harmless Chibo, its Affiliates, Service Providers and Business Partners from all claims You make based upon communication made, materials posted, or use of the Site by any third party or parties.

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Except as otherwise provided in our Privacy Policy You agree that any communications You transmit to anyone through the Site or copyrighted works You post on the Site, including, without limitation, questions, comments, suggestions, ideas, plans, notes, drawings, configurations, purchase orders, quotes, requests for quotes, performance data, account information, or other material, data or information (collectively, "Information"), are non-confidential and upon transmission of such information to Chibo, its Affiliates, Service Providers and Business Partners by any means You grant to Chibo, its Affiliates, Service Providers and Business Partners an irrevocable, non-exclusive, royalty-free, sublicensable, worldwide license (including but not limited to a copyright license) to use, reproduce, display, publicly perform, transmit and distribute such Information in any media for any purpose.

5. PRIVACY STATEMENT AND SMS TERMS & CONDITIONS

Our [Privacy Statement](#), incorporated by this reference, describes Chibo's privacy practices applicable to this Site.

6. PRODUCT AND REFUND INFORMATION

Each Chibo Live Event ticket comes with an ingredient list and recipe steps, access to the livestream where You can speak directly with the host, and access to the event recording after the event is concluded.

Each Chibo Recording ticket comes with recipe steps and access to the event recording.

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10. PRODUCT AVAILABILITY AND PRICING

Orders are subject to product availability. We try to fulfill all orders, but sometimes an item described on the Site is not available. If that happens, we may need to cancel Your order or contact You for follow-up. We reserve the right to discontinue the sale of any product or service at any time without notice. We may decline or place quantity limits on Your order at any time.

In the event of a pricing or other error, we reserve the right to revoke offers, cancel orders and correct errors or omissions, including after an order has been placed. Our acknowledgement of an order means that Your order request has been received, not that the price or availability of an item has been confirmed.

11. PURCHASES

If You wish to purchase products or services described on the Site, You will be asked to supply certain information which may include credit card and shipping information. You agree to pay all charges You incur (whether using Your credit card or another payment mechanism) at the price(s) in effect when such charges are incurred.

We are required by law to collect all applicable sales taxes. You authorize us to charge the applicable sales taxes to Your credit card at the time of completion of order shipment.

12. GENERAL

Applicable Law. These Terms of Use shall be governed by and construed in accordance with the laws of the State of Delaware, and the federal laws of the United States of America, without giving effect to conflicts of laws provisions. You agree to submit to the personal and exclusive jurisdiction of the state or federal courts located within the State of Kentucky for any disputes arising from or related to the Site or these Terms of Use.

Other. These Terms of Use are not intended to alter the terms or conditions of any other agreement You may have with Chibo, its Affiliates, Service Providers or Business Partners to the extent that those agreements govern issues other than Your use of the Site, nor any agreements that they may have with one another.

English Language. You agree that there shall be no requirement to translate any of the Sites, or any portion thereof or content thereon, into any other language than the one(s) in which they appear, and that all contractual and transactional communications shall be in the English language, and that there shall be no requirement to translate any communication into any other language.

Enforceability. Should any provision in these Terms of Use be found invalid or unenforceable for any reason, that provision shall be deemed severable from the other provisions and shall not affect the validity or enforceability of the remaining provisions. You agree that any claim arising out of or related to these Terms of Use or Your use of the Site must be filed within one year after it arose or be permanently barred.

Dispute Resolution. Any disputes or claims arising out of or in connection with this Agreement, or Your use of Chibo or purchase of Chibo products or services shall be governed by Delaware law. All disputes arising hereunder, including any disputes involving third parties, shall be arbitrated, except for claims by Chibo for breach of confidentiality. Unless otherwise specified or prohibited by law, the specific manner of arbitration shall be as follows: disputes with amounts in controversy under \$3,500 shall be arbitrated by the Better Business Bureau in accordance with their rules and procedures. Disputes with amounts in controversy above \$3,500 shall be referred to the Center for Public Resources in accordance with their rules and procedures. Each party shall bear its own costs and expenses. For purposes of claims brought by Chibo against You, such as for credit card misuse, dishonored checks, breaches of confidentiality, etc., You consent to jurisdiction in the Commonwealth of Kentucky.

13. YOUR ACCOUNT

If You create an account, You are responsible for maintaining the confidentiality of Your account and password and You agree to accept responsibility for all activities that occur under Your account or password. If You check out as a guest, You may still be able to track Your orders. GE sells to adults who can purchase with a credit card or other permitted payment method. If You are under 18, You may not create an account.

14. VOICE AND LIKENESS RELEASE

By joining our classes, You agree to release the likeness and sound of Your voice as recorded on audio without payment or any other consideration. Your voice may be edited, copied, exhibited, published or distributed and You waive the right to inspect or approve the finished product where

Your likeness appears. Additionally, You waive any right to royalties or other compensation arising or related to the use of Your voice or recording.