

The Cookie Rookie Terms of Service

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Thank you for visiting The Cookie Rookie which is owned and operated by Tulos Helsinki Oy, with a registered office address at Salomonkatu 17 B, 6th floor, 00100 Helsinki, Finland (“The Cookie Rookie” or “we” or “our”). Please carefully read these Terms of Service (or “Agreement”) and our [Privacy Policy](#) which is incorporated into these Terms of Service by this reference.

THIS AGREEMENT GOVERNS YOUR ACCESS TO AND USE OF THE SERVICES. BY USING THE SERVICES, YOU AGREE TO THESE TERMS OF SERVICE, OUR PRIVACY POLICY AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT USE OUR WEBSITE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS OF SERVICE. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS OF SERVICE, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

PLEASE READ THE DISPUTE RESOLUTION PROVISION BELOW BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COOKIE ROOKIE AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

The Services are not intended for the use of children under 18 and no such person is authorized to use them. By using the Services, you are representing that you are at least 18 years old. You also represent, by accessing or using the Services, that you are of legal age to enter into legal agreements.

1. Definitions

“**Advertiser(s)**” means a person or entity that provides advertising on the Website.

“**Content**” means, collectively, all text, graphics, user interfaces, visual interfaces, trademarks, logos, sounds, artwork, and computer code in the Services.

“**Linked Sites**” means any links from the Services to other independent third-party websites, including those of our Advertisers.

“**Services**” means The Cookie Rookie's Website, including all content and services thereon.

“**Submission**” means any submission, user content, feedback, reviews, comments or suggestions you may provide regarding the Services either directly or indirectly (for example, through the use on a third-party social media site of a company-designated hashtag) and includes advertising copy from The Cookie Rookie's Advertisers.

The term “**you**” means Website visitors, users of our Services, and the individual accepting these Terms of Service on behalf of any legal entity.

“Website” means The Cookie Rookie's website at www.The Cookie Rookie.com.

2. Proprietary Rights

- 2.1 As between you and The Cookie Rookie, The Cookie Rookie reserves all rights, title, and interest in and to the Services, including all related intellectual property rights, subject to the limited rights expressly granted hereunder.
- 2.2 Unless otherwise noted, the Services and Content, including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such Content, contained in the Services is owned, controlled or licensed by or to The Cookie Rookie and is protected by trade dress, copyright, patent and trademark laws, and various other intellectual property rights. Except as expressly provided in these Terms of Service, no part of the Services and no Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without The Cookie Rookie's express prior written consent.
- 2.3 You acknowledge and agree that any Submission is non-confidential and non-proprietary, shall be treated as public information, may be shared with others on other sites and platforms (including social media) and is submitted by you in compliance with these Terms of Service. Submissions that constitute feedback, comments or suggestions will be the sole and exclusive property of The Cookie Rookie, and you hereby irrevocably assign to us all of your right, title and interest in and to all such Submissions, and The Cookie Rookie shall have an unrestricted, irrevocable, world-wide, royalty-free right to use, communicate, reproduce, publish, display, distribute and exploit such Submissions in any manner it chooses. With respect to all other Submissions, you hereby grant The Cookie Rookie an irrevocable, worldwide and perpetual license to use such Submissions as contemplated in these Terms of Service.
- 2.4 Your provision of a Submission constitutes a warranty and indemnity that you have sufficient license and/or other rights in the content to allow all desired use by The Cookie Rookie and that the information is submitted to The Cookie Rookie in compliance with all applicable laws.

3. Use of Services; Acceptable Use Policy

- 3.1 You agree to immediately notify us of any breach of security that you become aware of involving or relating to your use of the Services by emailing becky@thecookierookie.com. The Cookie Rookie explicitly disclaims liability for any and all losses and damages arising from your failure to comply with this section. You may not use anyone else's account at any time.
- 3.2 You represent and warrant that your use of the Services will comply with all applicable federal, state, and local laws and regulations.

- 3.3 In connection with your use of the Services, you agree that you will not:
- 3.3.1 interfere with or damage the Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
 - 3.3.2 violate any local, state, provincial, national, or other law or regulation, or any order of a court;
 - 3.3.3 "scrape," "crawl" or "spider" any web pages or other services contained in the Services;
 - 3.3.4 display, mirror or frame the Services, or any individual element within the Services, The Cookie Rookie's name, any The Cookie Rookie trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without The Cookie Rookie's express written consent;
 - 3.3.5 post, upload, publish, submit or transmit any material that: (a) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (b) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (c) is fraudulent, false, misleading or deceptive; (d) is defamatory, obscene, pornographic, vulgar or offensive; (e) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (f) is violent or threatening or promotes violence or actions that are threatening to any other person; or (g) promotes illegal or harmful activities or substances
 - 3.3.6 access, tamper with, or use non-public areas of the Services, The Cookie Rookie's computer systems, or the technical delivery systems of The Cookie Rookie's providers;
 - 3.3.7 attempt to probe, scan, or test the vulnerability of any The Cookie Rookie system or network or breach any security or authentication measures;
 - 3.3.8 avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by The Cookie Rookie or any of The Cookie Rookie's providers or any other third party (including another user) to protect the Services or any of the content on the Services;
 - 3.3.9 attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services; or
 - 3.3.10 advocate, encourage, or assist any third party in doing any of the foregoing.
- 3.4 Any conduct by a user that in our discretion restricts or inhibits any other user from using or enjoying the Services is expressly prohibited.
- 3.5 The Cookie Rookie reserves the right, at any time, without notice: (a) to modify, suspend or terminate operation of or access to the Services, or any portion of the Services at any time; (b) to modify or change the Services, or any portion of the Services, and any applicable policies or terms; and (c) to interrupt the operation of the Services, or any portion of the Services, as necessary to perform routine or non-routine maintenance, error correction, or other changes.

3.6 The Cookie Rookie reserves the right within its discretion to reject or remove from the Website any material that does not comply with these Terms of Service, or that in The Cookie Rookie's sole reasonable judgment, does not comply with any applicable law, regulation, or other judicial or administrative order.

4. Copyright Policy

We do not permit copyright infringing activities and infringement of intellectual property rights on the Services and will remove any such content if properly notified that such content infringes another's intellectual property rights. If you are a copyright owner or an agent thereof and believe that any content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- description of the copyrighted work that you claim has been infringed;
- description of the material that you claim is infringing and where it is located on the Services;
- identification of the URL or other specific location on the Services where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at becky@thecookierookie.com with "DMCA Notice" in the subject line or by mail at Copyright Agent, c/o The Cookie Rookie, 4117 Gallatin Pike, Ste 105 Nashville, TN 37216-2120.

Upon receipt of such notice, we will investigate and remove material if necessary. You will be notified of the results of such investigation.

5. Term; Suspension; Termination

5.1 The Cookie Rookie may, in its sole discretion, without prior notice and to the extent applicable, suspend or terminate your access to the Services and/or block your future access to the Services if we determine that you have violated these Terms of Service or other agreements or guidelines which may be associated with your use of the Services. You also agree that any violation by you of these Terms of Service will cause irreparable harm to The Cookie Rookie for which monetary damages would be inadequate, and you consent to The Cookie Rookie obtaining any injunctive or equitable relief that The Cookie Rookie deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies The Cookie Rookie may have at law or in equity.

5.2 With respect to any termination or cancellation of this Agreement, you shall remain responsible for any fees, costs or expenses incurred prior to termination of this Agreement. Additionally, you shall be responsible for, and you agree to pay, any legal fees, court costs or expenses associated with enforcing the terms of this Agreement, whether upon termination or otherwise.

5.3 The provisions of this Agreement concerning prohibited activities, copyrights, trademarks, Submissions, disclaimers, limitation of liability, resolution of disputes, indemnity and jurisdictional issues shall survive any such termination or any other termination of this Agreement.

6. Disclaimers; Limitation of Liability

6.1 THE SERVICES AND CONTENT OFFERED THROUGH THE SERVICES ARE PROVIDED "AS IS, AS AVAILABLE." ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW.

6.2 EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, WILL THE COOKIE ROOKIE OR ITS THIRD PARTY LICENSORS OR SUPPLIERS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF THE COOKIE ROOKIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COOKIE ROOKIE'S AND ITS SUPPLIERS' (INCLUDING LICENSORS AND THIRD PARTY PROVIDERS) LIABILITY TO YOU FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS, REGARDLESS OF THE FORM OF ACTION OR CLAIM, EXCEED US\$50.00.

6.3 BY USING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW, INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE SECTION 1542, THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS.

6.4 THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THE FOREGOING SECTIONS APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR ANY OTHER LEGAL THEORY, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

6.5 Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so these limitations may not apply to you.

7. Indemnity

You agree to indemnify and hold The Cookie Rookie, its subsidiaries, parent corporation and

affiliates, and all of their respective officers, directors, owners, employees, agents, attorneys, licensors, representatives, licensees, and suppliers (collectively, the "The Cookie Rookie Parties"), harmless from any demands, loss, liability, claims or expenses (including attorneys' fees) (collectively, "Losses"), made against or incurred by any The Cookie Rookie Party due to or arising out of or in connection with: (a) your access to or use of the Services; (b) your violation of this Agreement or any applicable law or regulation; (c) your violation of any rights of any third party; or (d) any disputes or issues between you and any third party.

8. Governing Law

You agree that all matters relating to your access to or use of the Services, including all disputes, will be governed by the laws of the State of Delaware excluding: (a) its conflicts of law principles; and (b) the United Nations Convention on Contracts for the International Sale of Goods.

9. Dispute Resolution

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH THE COOKIE ROOKIE AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

Binding Arbitration. You agree that to the fullest extent permitted by law all disputes, claims, suits, or controversies arising out of or in any way connected with these Terms of Service and the use of the Services (collectively, "**Disputes**"), shall be finally settled by binding arbitration administered by the American Arbitration Association ("**AAA**") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the AAA, as modified by these Terms of Service. There shall be one (or if either party so requests, then by a panel of three arbitrators) appointed in accordance with the Rules, and you waive your rights to have any and all Disputes resolved in a court; provided, however, that this agreement to arbitrate does not extend to Disputes in which either party seeks (i) injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets or patents, (ii) the right to pursue enforcement actions through applicable U.S. federal, state, or local agencies where such actions are available, or (iii) injunctive relief in a U.S. court of law. The language of the arbitration shall be English. The arbitration proceedings and decision of the arbitrator(s) shall be kept confidential (and may not be disclosed) by the parties or the arbitrator(s), except to the extent necessary to compel any award made by the arbitrator(s).

No Class Arbitrations, Class Actions or Representative Actions. Any Dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. There will be no class arbitration or arbitration in which an individual attempts to resolve a Dispute as a representative of another individual or group of individuals. Further, a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

Location. The location of the arbitration shall be in Nashville, Tennessee.

Authority of Arbitrator(s). As limited by the AAA Rules and these Terms, the arbitrator(s) will have (i) the exclusive authority and jurisdiction to make all procedural and substantive decisions regarding a Dispute, including the determination of whether a Dispute is arbitrable, and (ii) the authority to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator(s) do not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms, or to award punitive damages or any other damages that are not compensatory. The arbitrator(s) may only conduct an individual arbitration and may not consolidate more than one individual's claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

Jurisdiction. To the extent that any lawsuit or court proceeding is permitted under these Terms of Service, to the fullest extent permitted by law you agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located in Delaware for the purpose of litigating all such disputes. You also waive your rights to a jury trial.

Time Limit for Claims. To the fullest extent permitted by law, any claim under these Terms of Service must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. You agree to the admissibility of computer records and electronic evidence in any dispute herein.

Severability of Dispute Resolution; Arbitration. In the event the provisions in this Dispute Resolution Section are held invalid or unenforceable, then this Dispute Resolution Section, in its entirety, will cease to apply, and the parties will not be obligated to arbitrate any Disputes.

10. Users Outside of the United States

10.1 While the Services are accessible worldwide, not all features, products or services discussed, referenced, provided or offered through or on the Services are available to all persons or in all geographic locations, or appropriate or available for use outside the United States. If you choose to access the Services from outside the United States, you do so on your own initiative, and you are solely responsible for complying with applicable local laws.

10.2 Canada. The parties declare that they have required that these Terms of Service and all documents related hereto, either present or future, be drawn up in the English language only. *Les parties déclarent par les présentes qu'elles exigent que cette entente et tous les documents y afférents, soit pour le présent ou le future, soient rédigés en langue anglaise seulement.*

11. Miscellaneous

11.1 The Services may contain Linked Sites and Advertisers, which are provided solely as a convenience to our users. Such Linked Sites are not under The Cookie Rookie's control and The Cookie Rookie is not responsible for and does not endorse the content of such Linked Sites, including any information, products, services or materials contained on such Linked Sites.

- 11.2 You may preserve these Terms of Service in written form by printing it for your records, and you waive any other requirement that these Terms of Service be evidenced by a written document.
- 11.3 All provisions of these Terms of Service are severable, and the unenforceability or invalidity of any of the provisions will not affect the enforceability or validity of the remaining provisions. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- 11.4 These Terms of Service, together with the [Privacy Policy](#) and any other legal notices published by The Cookie Rookie, constitute the entire agreement between you and The Cookie Rookie with regard to your use of the Services. The Cookie Rookie reserves the right, at its sole discretion, to change, modify, add or remove portions of these Terms of Service, at any time. Your continued use of the Services following the posting of changes indicates your agreement to and acceptance of the changes. If you do not agree with the modified terms, you may close your account. We last modified this Agreement on the date listed at the top of these Terms of Service.
- 11.5 The Cookie Rookie's failure to insist on or enforce strict performance of these Terms of Service shall not be deemed a waiver by The Cookie Rookie of any provision or any right it has to enforce these Terms of Service. Any such waiver must be in writing in order to be effective. Except as expressly set forth herein, these Terms of Service shall not be interpreted or construed to confer any rights or remedies on any third parties.
- 11.6 This Agreement is binding on the parties hereto and their respective successors and permitted assigns. You may not assign this Agreement without the prior written consent of The Cookie Rookie. Any assignment in violation of this section is void.
- 11.7 The Cookie Rookie's failure to perform any term or condition of this Agreement as a result of conditions beyond its control, including but not limited to, acts of God, war, strikes, fires, floods, governmental restrictions, power failures, pandemics or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement.
- 11.8 No text or information set forth on any other purchase order, preprinted form or document shall add to or vary the terms and conditions of this Agreement.
- 11.9 The parties are independent contractors. No joint venture, partnership, employment, or agency relationship exists between you and The Cookie Rookie as a result of this Agreement or use of the Services.

Questions and Contact Information

Please contact us if you have any questions these Terms of Service. You may contact us by emailing us at becky@thecookierookie.com or sending correspondence to The Cookie Rookie, 4117 Gallatin Pike, Ste 105 Nashville, TN 37216-2120.