

## **Terms of Use**

The Web address, [www.themixingspoon.ca](http://www.themixingspoon.ca), (the Site) is operated by The Mixing Spoon (referred to as “The Mixing Spoon”, “we”, “us” and “our”). The Site is subject to the following terms and conditions, which set forth the legally binding terms for your use of the Site.

## **Your Consent**

By using the Site, you agree to these Terms of Use (the Agreement). Please read this Agreement carefully and save it. If you do not agree to these terms, we ask that you leave this Site immediately. We reserve the right to modify or otherwise update this Agreement at any time by posting the modified version on our Site and revising the effective date. Such changes will automatically be effective upon posting on our Site, and you agree to be bound by such modifications, updates and revisions. You should visit this page from time to time to review the current terms. To obtain information about The Mixing Spoon’s privacy practices, please see our Privacy Policy, which is below.

## **Copyright**

All content provided on this Site, such as text, graphics, images, etc., as well as collection, arrangement, and assembly of all content on this Site is The Mixing Spoon’s exclusive property and is protected by Canadian and international copyright laws. Except as stated herein, no material from the Site may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. Any unauthorized use of any material contained in this Site is strictly prohibited.

## **Trademarks**

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## **Use of Site**

This Site, or any portion of this Site, may not be reproduced, duplicated, copied, sold, resold or otherwise exploited for any commercial purpose that is not expressly permitted by The Mixing Spoon. The Mixing Spoon reserves the right to refuse services, and/or cancel orders at our discretion if we believe that customer conduct violates applicable law or is harmful to our interests.

## **Product Descriptions**

The Mixing Spoon attempts to be as accurate as possible. However, The Mixing Spoon does not warrant that product descriptions or other content of the The Mixing Spoon site are accurate, complete, reliable, current or error-free. If a product offered by The Mixing Spoon is not as described, your sole remedy is to return it in unused condition.

## **User Submissions**

We are always pleased to receive your comments and suggestions, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable, and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of content. If you submit comments, suggestions, ideas, etc. (collectively "Submissions") in response to any content on this Site, you grant us a non-exclusive, royalty-free, perpetual and irrevocable right to use, reproduce, modify, adapt, publish, translate, distribute and incorporate such Submissions and the names identified on the Submissions throughout the world in any media. The Mixing Spoon may post your feedback on the Site and reserves the right (but not the obligation) to monitor, edit and remove any Submission. When you send a Submission, you represent and warrant that you own or otherwise control all of the rights to the content in your Submission, that the content you provide is accurate, and that use of the content in your Submission does not violate this agreement and will not cause injury to any person or entity.

## **Indemnification**

You agree to indemnify and hold harmless The Mixing Spoon, its affiliates, and its directors, officers, managers, employees, agents, and licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use or other applicable agreements between you and The Mixing Spoon. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms. In such event, you shall provide us with such cooperation as is reasonably requested by us.

## **Applicable Law**

This Site is created and controlled by The Mixing Spoon. in the Province of Alberta, Canada. The laws of the Province of Alberta govern these terms and conditions, without giving effect to any principles of conflicts of laws. The Mixing Spoon makes no representation that the information in the Site is appropriate or available for use in other locations, and access to the Site from territories where the content of the Site may be illegal is prohibited. Those who choose to access the Site from other locations do so on their own initiative and are responsible for compliance with applicable

local laws. These Terms of Use constitute the entire agreement between The Mixing Spoon and Site visitors with respect to the Site.

### **Our Address**

The Mixing Spoon  
#22, 3434 34 Ave NE, Calgary, AB T1Y 6X3

### **Privacy Statement**

February 10th, 2024

At The Mixing Spoon, we are committed to protecting your privacy. We use the information we collect about you to create profiles, to process orders and to provide a more personalized shopping experience.

The Mixing Spoon and its affiliates (collectively The Mixing Spoon) uses the information we collect solely for our business purposes. We do not sell or share personal information to third parties, except as disclosed in this privacy policy. However, we may provide aggregate information and statistics about our customers, sales and related site-information to our third-party vendors, but this information and statistics will include no personal identifying information. Please note that we may release information in good faith as is reasonably necessary to comply with the law or protect The Mixing Spoon's rights or others' rights.

### **Your Consent**

By using our Site, you agree to let The Mixing Spoon collect and use information per the guidelines of this policy. If we decide to change our privacy policy, we will post changes on this page and note the effective date so that you are always aware of what information we collect and how we use it.

### **The Information We Collect and How We Use It**

When you order, we need to know your name, e-mail address, mailing address, phone number, credit card number and expiration. We may use the information you provide to create and verify your account profile; process a submitted consultant agreement; fulfill your order; provide you with information and customer service in response to your specific request or respond to any of your other inquiries; provide you with information on The Mixing Spoon services, either on a personalized or aggregate basis; improve the content and navigation on the Site; enforce The Mixing Spoon Terms of Use; resolve disputes, prevent and detect fraud and otherwise help The Mixing Spoon's to comply with the law, regulation and/or legal process. If you would like to access and modify the personal information you have provided to The Mixing Spoon, please contact us at [admin@themixingspoon.ca](mailto:admin@themixingspoon.ca)

## **Security**

Whether you place an order or create a profile, we use industry-standard secure server software (SSL) and encrypt the information you input before it is sent to us. In addition, we use commercially reasonable measures to protect the customer data against unauthorized access.

## **Cookies**

“Cookies” are small pieces of information that are stored by your Web browser on your computer when you visit. Our cookies enable us to personalize your visits to your interests and preferences. Most Web browsers automatically accept cookies. However, you can usually change the Web browser to disable cookies. Linking Links to third party websites may be provided on this Site. We have not reviewed all linked third party sites. We do not control and are not responsible for any of these websites and their content. We do not endorse or make any representations about such sites or any information or materials found there or any results that may be obtained from using them.

## **Questions**

If you have any questions about this policy, please contact us at [admin@themixingspoon.ca](mailto:admin@themixingspoon.ca)