



**Klean Plate Catering
K.P. Foods**

WEBSITE **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of www.kleanplatefoods.com (the "Site"). This Site is owned and operated by Klean Plate Catering, LLC dba/ K.P. Foods.

This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to always abide by them.

Intellectual Property

All content published and made available on our Site is the property of Klean Plate Catering, LLC dba/ K.P. Foods and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files, and anything that contributes to the composition of our Site.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Act in any way that could be considered fraudulent; or
- Post any material that may be deemed inappropriate or offensive.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Accounts

If and/or when you create an account on our Site, you agree to the following:

- You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
- All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Sale of Services

These Terms and Conditions govern the sale of services available on our Site.

The following services are available on our Site:

- Food Service, Catering and Events, and Meal Preparation.

The services will be paid for in full payment for all services (inclusive of any reserving deposits) will be tendered in accordance with the contact for services that is executed by all parties.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Payments

We accept the following payment methods on our Site:

- Credit Card;
- PayPal;
- Debit;
- Direct Debit (i.e., Electronic Funds Transfer (ETF));
- Zelle;
- Venmo;
- Cash App; and
- Cashier's Check.

When you provide us with your payment information, you authorize our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Refunds

Refunds for Services

We provide refunds for services sold on our Site as follows:

- Refunds and/or cancellations, where and when applicable, either due to impossibility of performance, force majeure, emergency, or other unforeseen circumstances (inclusive of "Acts of God"), will be addressed specifically within the executed contract for services between the parties.
parties.

Consumer Protection Law

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

Klean Plate Catering, LLC dba/ K.P. Foods and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities, and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Klean Plate Catering, LLC dba/ K.P. Foods and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities, and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the District of Columbia.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

(202) 227-5908

info@kleanplatefoods.com

or

hr@kleanplatefoods.com

2800 10th Street, N.E.

Washington, D.C. 20017

You can also contact us through the feedback form available on our Site.

Effective Date: 1st day of July 2021