

Micro Bakery School

✉ Need help? help@microbakeryschool.com

Micro Bakery Business-In-A-Box Customer Agreement & License

Note to customer: This agreement gives you access to the Micro Bakery Business-In-A-Box program and a license to use Micro Bakery Girl's proprietary systems, recipes, and training materials to run your own micro bakery.

Inside, you'll find the important details like what's included, how access works, how the license can be used, and the basics around payments and refunds. Everything is laid out clearly to support you and protect the work that went into creating this program.

Once you've agreed to the customer license agreement, you're officially cleared for the fun part- baking, building, and bringing your micro bakery dream to life 🍞💕

This Customer Agreement, License, and Terms of Use (this "Agreement") is entered into by and between Micro Bakery Girl LLC, a Wyoming limited liability company with a principal business address at 1309 Coffeen Avenue, Suite 1200, Sheridan, Wyoming 82801 ("Company"), and the individual or legal entity purchasing the Program ("Customer"). This Agreement is effective as of the date Customer electronically accepts it through an online checkout or click-wrap process (the "Effective Date").

BY PURCHASING, ACCESSING, OR USING THE PROGRAM, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ, UNDERSTOOD, AND AGREES TO BE LEGALLY BOUND BY THIS AGREEMENT.

0. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

“Program” means the Micro Bakery Business-In-A-Box digital educational and licensing program offered by Company.

“Licensed Materials” means all proprietary content, materials, systems, templates, recipes, branding assets, videos, documents, and resources made available as part of the Program.

“Support Components” means the group-based and community support services described in Section 10, including live group calls, community participation, and reasonable-efforts email support.

“Customer Content” means any content, comments, posts, feedback, testimonials, or materials voluntarily submitted by Customer within the Program or community.

“Effective Date” means the date Customer electronically accepts this Agreement.

1. PROGRAM DESCRIPTION, SCOPE, AND NON-FRANCHISE DISCLAIMER

The Company offers a digital educational and licensing program known as Micro Bakery Business-In-A-Box (the “Program”). The Program consists of pre-recorded educational content, written materials, templates, workflows, and proprietary systems, and may include access to group-based support resources, all of which are intended to provide general educational information regarding the operation of a home-based micro bakery.

Non-Franchise Relationship

The Program is not a franchise, business opportunity, or franchise-like arrangement. Customer acknowledges and agrees that:

- (a) the Company does not grant Customer any franchise rights;
- (b) the Company does not exercise control over the day-to-day operations of Customer's business;
- (c) the Company does not require Customer to operate under a prescribed marketing plan, territory, pricing mandate, or operational control typical of a franchise relationship; and
- (d) no franchise fee, royalty, or ongoing percentage-based payment is required under this Agreement.

Educational Nature of the Program

Customer further acknowledges and agrees that:

- (a) the Program is educational in nature only and does not constitute legal, accounting, tax, financial, regulatory, food safety, or health advice;
- (b) the Company does not provide individualized analysis, approvals, inspections, certifications, or recommendations specific to Customer's jurisdiction, kitchen, ingredients, labeling, processes, or operations;
- (c) Customer is solely responsible for determining whether and how to apply any information contained in the Program to Customer's specific business, jurisdiction, and circumstances; and
- (d) participation in the Program does not create any professional, fiduciary, partnership, joint venture, agency, franchise, or employment relationship between Customer and the Company.

Customer expressly acknowledges that Customer is not relying on the Program as a substitute for professional advice or regulatory determinations and remains solely responsible for obtaining any required licenses, permits,

approvals, insurance, or professional guidance necessary to operate Customer's business.

For the avoidance of doubt, the limited license granted under this Agreement is not a franchise license, business opportunity, or trademark license and does not confer any territorial rights, exclusivity, or ongoing operational control.

Disclosure Acknowledgment

Customer acknowledges that all material terms of the Program – including pricing, payment terms, refund policy, scope of the license, support access, and limitations – were disclosed prior to purchase and that Customer had the opportunity to review this Agreement before accepting it.

2. LICENSED MATERIALS AND OWNERSHIP

The Program includes proprietary materials developed and owned by the Company, including but not limited to recipes, pricing frameworks, menus, branding assets, food photography, packaging concepts, ordering systems, workflows, templates, documents, videos, and training programs (collectively, the "Licensed Materials").

All Licensed Materials are protected by applicable copyright, trademark, trade secret, and other intellectual property laws. As between the parties, the Company retains all right, title, and interest in and to the Licensed Materials.

Nothing in this Agreement shall be construed as a sale, assignment, or transfer of ownership of the Licensed Materials. Except for the limited license expressly granted under this Agreement, no rights are conveyed to Customer, whether by implication, estoppel, or otherwise.

3. LICENSE GRANT AND PERMITTED USE

Subject to Customer's full payment and ongoing compliance with this Agreement, the Company grants Customer a limited, non-exclusive, non-

sublicensable, revocable license to use the Licensed Materials solely in connection with the operation of one (1) micro bakery business owned and controlled by Customer.

The license granted herein is a license to use only. All rights not expressly granted are reserved by the Company. The license automatically terminates upon any material breach of this Agreement.

4. USE RESTRICTIONS AND LIMITED LICENSE TRANSFER

4.1 Prohibited Uses

Except as expressly permitted in Section 4.2, Customer shall not, directly or indirectly:

- (a) sell, resell, sublicense, distribute, share, or disclose the Licensed Materials to any third party;
- (b) use the Licensed Materials to teach, coach, consult, mentor, or train others;
- (c) create derivative works or competing products or services based on the Licensed Materials;
- (d) permit any third party to access Customer's Program account or Licensed Materials.

These restrictions apply regardless of whether the activity is undertaken for compensation or without compensation.

4.2 One-Time License Transfer

Customer may request one (1) transfer of the license granted under this Agreement, provided that:

- (a) the transfer is part of a bona fide sale or transfer of the single bakery business for which the license was granted;
- (b) the Company provides prior written approval;
- (c) the transferee executes a new agreement with the Company;
- (d) the Licensed Materials are not transferred separately from the bakery business; and
- (e) the original Customer's license terminates upon completion of the transfer.

Any attempted transfer that does not comply with this Section shall be void and constitute a material breach.

5. CONFIDENTIALITY

Customer acknowledges that the Licensed Materials constitute confidential and proprietary information of the Company. Customer agrees to use the Licensed Materials only as permitted under this Agreement and to take reasonable measures to prevent unauthorized access or disclosure.

This confidentiality obligation applies solely to the Licensed Materials and survives termination of this Agreement.

6. PAYMENT TERMS

The purchase price for the Program is \$1,997 USD paid in full, unless otherwise stated at checkout.

Alternatively, Customer may elect one of the following payment options, as selected at checkout:

(a) Payment Plan Option.

Customer may purchase the Program for a total price of \$2,391 USD, payable in installments as disclosed at checkout. If Customer pays the remaining balance in full within thirty (30) days of the Effective Date, the total purchase price shall be reduced to \$1,997 USD.

(b) Deposit Option.

Customer may pay a \$100 USD deposit at enrollment, with the remaining balance automatically charged to the selected payment method three (3) days after the Effective Date, in accordance with the payment terms agreed to at checkout.

Customer authorizes the Company and its payment processors to charge the selected payment method for all amounts due in accordance with the option selected.

If any scheduled payment fails, Customer must cure the failure within five (5) business days of notice. Failure to cure may result in suspension or termination of access to the Program and revocation of the license granted under this Agreement.

7. THIRD-PARTY PAYMENT FINANCING

Customer may elect to use one or more third-party financing or installment payment providers, including but not limited to Klarna (each, a “Third-Party Financer”). Any such financing arrangement is solely between Customer and the applicable Third-Party Financer, and the Company is not a party to, and does not control, such arrangements.

The Company does not guarantee approval for financing and is not responsible for the terms, interest rates, fees, penalties, billing practices, customer service, credit reporting, or collection activities of any Third-Party Financer.

Payment received from a Third-Party Financer constitutes full and final payment under this Agreement, regardless of whether Customer later disputes, defaults on, or fails to satisfy the financing arrangement. Customer’s obligations under this Agreement – including license restrictions, use limitations, non-refundability after applicable refund periods, and dispute resolution provisions – remain in full force and effect notwithstanding any financing dispute.

Customer acknowledges and agrees that any disputes relating to financing, installment payments, interest, fees, or collections must be resolved directly with the applicable Third-Party Financer and do not excuse Customer from compliance with this Agreement.

8. THIRTY-DAY MONEY-BACK GUARANTEE

Customer may request a refund within thirty (30) calendar days of the Effective Date by

submitting written notice to
help@microbakerygirl.com

Approved refunds will be issued to the original payment method (or to another method at Company's discretion if the original method is unavailable) within ten (10) business days. If a refund is issued, Customer's access to the Program and license rights terminate upon issuance. After thirty days, all sales are final and non-refundable.

9. CHARGEBACKS AND PAYMENT DISPUTES

Customer acknowledges that the Program is delivered digitally and that access is granted immediately upon purchase. Initiating a chargeback or payment dispute after access may be treated as a material breach of this Agreement and may result in termination of access and revocation of the license granted herein. This provision does not limit Customer's statutory rights under applicable law. Nothing in this Section limits Customer's ability to request a refund in accordance with Section 8.

10. PROGRAM ACCESS, SUPPORT, AND COMMUNITY

The Program includes two separate components, which are governed by different access terms:

Licensed Program Materials (the curriculum);
and
Support and Community Access (live calls, community, and email support).

These components are described below.

For clarity, Support and Community Access is a service, not a licensed product, and is not part of the license grant described in Section 3.

10.1 Licensed Program Materials

Upon full payment and continued compliance with this Agreement, Customer is granted access to

the Licensed Materials that make up the core educational curriculum of the Program.

The license to use the Licensed Materials:

(a) is granted in accordance with Section 3;
(b) is not subject to a fixed time limit; and
(c) remains subject to termination as expressly provided in this Agreement.

Customer acknowledges that access to the Licensed Materials depends on the Company's continued operation of the Program and its delivery platforms. The Company may update, reorganize, reformat, or change the method of delivery of the Licensed Materials from time to time.

While the Company intends to make the Licensed Materials available on an ongoing basis, no promise of lifetime access to any specific platform, format, or delivery method is made.

10.2 Support and Community Access; Guaranteed Access Period

In addition to the Licensed Program Materials, the Program includes the following support and community services (the "Support Components"):

(a) a weekly group mindset coaching call, currently scheduled on Mondays at 11:00 AM Pacific Time;
(b) reasonable-efforts email-based support; and
(c) access to a private Circle community.

Customer acknowledges that all Support Components are group-based or asynchronous. The Program does not include individual one-on-one coaching, consulting, or personalized business advice. The Company does not guarantee response times, availability, or outcomes.

Customer is guaranteed access to the Support Components for ninety (90) days following the Effective Date (the "Guaranteed Access Period").

Participation in Support Components is voluntary. Failure to attend calls, participate

in the community, or submit support requests does not pause, extend, or otherwise affect the Guaranteed Access Period.

10.3 Complimentary Continuation of Support Access

After the Guaranteed Access Period ends, it is the Company's current intention to continue providing Customer with access to some or all Support Components on a complimentary basis, for as long as the Company continues to operate the Program.

Customer understands and agrees that:
any access provided after the Guaranteed Access Period is complimentary;
such access is not a contractual entitlement;
and

the Company may modify, limit, or discontinue such access at any time without obligation or liability.

No lifetime access to community, coaching calls, or support services is promised or implied.

10.4 Program Changes and Modifications

The Company may modify, update, replace, or discontinue Program content, support offerings, or delivery platforms at any time.

During the Guaranteed Access Period, the Company will not materially reduce the Support Components without providing a comparable replacement.

For purposes of this Agreement, the Support Components during the Guaranteed Access Period consist of:

- (a) the private Circle community;
- (b) the weekly group mindset coaching call; and
- (c) reasonable-efforts email-based support.

Scheduling, format, platform, or delivery method changes may occur with reasonable notice, which may be provided electronically or through the Program platform.

11. COMMUNITY CONDUCT AND TERMINATION

Customer agrees to participate in the Program and community in a respectful, lawful, and non-disruptive manner.

The Company may suspend or terminate Customer's access to the Program and community if Customer:

- (a) violates this Agreement;
- (b) engages in harassing, abusive, threatening, hateful, or unlawful conduct;
- (c) disrupts the experience of other participants; or
- (d) misuses, shares, or exploits the Licensed Materials.

Except in cases of severe misconduct or intellectual property violations, the Company will use reasonable efforts to provide notice and an opportunity to cure before termination. Upon suspension or termination for any reason:

- (a) Customer's access to the Program and community may be immediately revoked;
- (b) the license granted in Section 3 shall immediately terminate;
- (c) Customer shall cease all use of the Licensed Materials and shall not retain, distribute, or share them; and
- (d) any payment obligations incurred prior to termination shall remain due and owing.

12. CUSTOMER CONTENT AND MARKETING USE

Customer retains ownership of all content, comments, posts, feedback, testimonials, or materials voluntarily shared by Customer within the Program or community ("Customer Content").

By voluntarily sharing Customer Content, Customer grants the Company a non-exclusive, royalty-free, worldwide license to use, reproduce, display, publish, and distribute such Customer Content for operational, educational, and community-related purposes in connection with the Program.

The Company may also use Customer Content for marketing or promotional purposes, including testimonials or success stories. When such use identifies Customer by name, likeness, or business, the Company will use reasonable efforts to notify Customer or confirm such use, which may be provided electronically.

The Company may, at its discretion, anonymize Customer Content or remove identifying details.

The Company agrees not to materially alter the substance or meaning of Customer Content. This license does not apply to private messages, billing information, or sensitive personal data.

Customer represents and warrants that Customer owns or has the necessary rights to grant this license and that the permitted use of Customer Content does not infringe or violate the rights of any third party.

If Customer objects to a specific marketing use of their Customer Content, Customer may notify the Company, and the Company will use reasonable efforts to remove or modify such use going forward.

13. NO GUARANTEES, WARRANTIES, OR EARNINGS CLAIMS

THE PROGRAM AND LICENSED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE COMPANY MAKES NO GUARANTEES OR WARRANTIES REGARDING INCOME, PROFITABILITY, BUSINESS SUCCESS, OR RESULTS, AND ALL IMPLIED WARRANTIES ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Customer acknowledges and agrees that the Company has not made and does not make any representations, guarantees, or assurances regarding actual or potential income, revenue, profit, or business outcomes.

Any examples, testimonials, case studies, or success stories are illustrative only, reflect individual experiences, and do not represent typical or guaranteed results. Individual

outcomes vary based on many factors, including effort, experience, market conditions, and compliance with applicable laws.

14. FOOD SAFETY AND LEGAL COMPLIANCE

Customer expressly acknowledges and agrees that:

(a) The Company does not operate, supervise, inspect, approve, or control Customer's bakery operations, kitchen, food handling practices, ingredient sourcing, labeling, storage, packaging, or distribution;

(b) The Company does not verify Customer's compliance with cottage food laws, health department regulations, licensing requirements, zoning rules, insurance requirements, allergen disclosures, or tax obligations;

(c) Any recipes, processes, or examples provided within the Program are illustrative only and may require modification to comply with local laws or food safety standards;

(d) Customer assumes sole and exclusive responsibility for compliance with all applicable laws and regulations and for the safety and quality of any food products produced or sold.

(e) The Company does not provide, sponsor, maintain, or arrange any insurance coverage on Customer's behalf, including but not limited to general liability, product liability, food safety, or business insurance, and participation in the Program does not include any form of insurance coverage.

The Company shall have no liability whatsoever for food-related illness, allergic reactions, injuries, regulatory enforcement actions, fines, penalties, recalls, or customer complaints arising from Customer's bakery operations.

15. INDEMNIFICATION

Customer agrees to indemnify, defend, and hold harmless the Company and its members, managers, employees, contractors, and agents from and against any and all claims, demands, damages,

losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

(a) Customer's operation of their micro bakery business;

(b) The preparation, handling, sale, or distribution of food products;

(c) Customer's failure to comply with applicable laws or regulations;

(d) Customer's breach of this Agreement;

(e) Customer's misuse of the Licensed Materials.

This indemnification obligation shall not apply to the extent a claim is caused by the Company's gross negligence or willful misconduct.

16. INJUNCTIVE RELIEF

Customer acknowledges that unauthorized use or disclosure of the Licensed Materials would cause irreparable harm for which monetary damages would be insufficient. The Company is entitled to seek injunctive relief without posting bond.

17. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Company shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of profits, loss of business opportunities, reputational harm, or regulatory penalties, even if the Company has been advised of the possibility of such damages.

In no event shall the Company's total aggregate liability arising out of or related to this Agreement exceed the amount actually paid by Customer for the Program.

Nothing in this Agreement limits or excludes liability to the extent such limitation or exclusion is prohibited by applicable law.

18. GOVERNING LAW AND VENUE

This Agreement and any dispute, claim, or controversy arising out of or relating to this

Agreement, the Program, or the relationship between the parties shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of laws principles.

Subject to the arbitration provisions set forth below, any action or proceeding that is not subject to arbitration shall be brought exclusively in the state or federal courts located within the State of Wyoming, and the parties hereby irrevocably consent to the personal jurisdiction and venue of such courts.

19. NOTICE OF DISPUTE AND INFORMAL RESOLUTION

Before initiating arbitration or any formal legal proceeding, Customer agrees to first provide Company with written notice of the dispute by email at help@microbakerygirl.com (a "Notice of Dispute").

The Notice of Dispute must include:

- (a) Customer's full name and contact information;
- (b) a detailed description of the nature and basis of the dispute; and
- (c) the specific relief sought.

Following receipt of the Notice of Dispute, the parties agree to attempt in good faith to resolve the dispute informally for a period of thirty (30) days before initiating arbitration or other formal proceedings. Compliance with this notice and informal resolution requirement is a condition precedent to initiating arbitration, except where immediate injunctive relief is sought.

20. ARBITRATION AND CLASS ACTION WAIVER

20.1 Agreement to Arbitrate

Except for claims seeking injunctive or equitable relief to protect intellectual property rights or confidential information, any dispute, claim, or controversy arising out of or relating to this Agreement, the Program, or the relationship between the parties shall be resolved exclusively by final and binding arbitration administered by the American

Arbitration Association (“AAA”) in accordance with its Consumer Arbitration Rules.

20.2 Arbitration Location and Format

At Customer’s election, arbitration may be conducted:

- (a) in Customer’s county of residence;
- (b) by video conference; or
- (c) by telephone.

20.3 Individual Basis Only / Class Action Waiver

Arbitration shall proceed on an individual basis only. Customer and Company expressly waive any right to bring or participate in any class, collective, representative, or private attorney general action, whether in arbitration or otherwise. The arbitrator shall have no authority to consolidate claims or to award relief on a class or representative basis.

20.4 Small Claims Exception

Notwithstanding the foregoing, either party may bring an individual claim in small claims court as an alternative to arbitration, provided that the claim remains in small claims court and proceeds solely on an individual basis.

20.5 Jury Trial Waiver

The parties knowingly and voluntarily waive any right to a trial by jury in any action or proceeding arising out of or relating to this Agreement.

20.6 Severability of Arbitration Provision

If the class action waiver is found unenforceable, then this arbitration provision shall be null and void, and the dispute shall proceed in a court of competent jurisdiction on an individual basis.

21. SURVIVAL

Termination or expiration of this Agreement for any reason shall not relieve Customer of any obligations that by their nature are intended to survive termination.

Without limitation, the following provisions shall survive termination or expiration of this Agreement:

Sections 2 (Licensed Materials and Ownership), 3 (License Grant), 4 (Use Restrictions and License Transfer), 5 (Confidentiality), 9 (Chargebacks and Payment Disputes), 12 (Customer Content and Marketing Use), 13 (No Guarantees), 14 (Food Safety and Legal Compliance), 15 (Indemnification), 16 (Injunctive Relief), 17 (Limitation of Liability), 18 (Governing Law), 19 (Notice of Dispute), 20 (Arbitration), 21 (Survival), 22 (Electronic Contracting), and 23 (Miscellaneous).

All accrued rights, remedies, and payment obligations existing at the time of termination shall also survive.

22. ELECTRONIC CONTRACTING AND CONSENT

Customer consents to the electronic delivery of all disclosures, notices, agreements, and records related to this Agreement and the Program.

Customer agrees that electronic records, electronic acceptances, and electronic signatures have the same legal effect as handwritten signatures and paper records. Customer's acceptance of this Agreement through an online checkout, click-wrap checkbox, or other electronic acceptance mechanism constitutes execution of this Agreement under the Electronic Signatures in Global and National Commerce Act ("ESIGN") and the Uniform Electronic Transactions Act ("UETA").

23. MISCELLANEOUS

23.1 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

23.2 Assignment

Customer may not assign or transfer this Agreement, in whole or in part, without Company's prior written consent, except as expressly permitted under Section 4.2. Any attempted assignment in violation of this Section shall be null and void.

23.3 Force Majeure

Company shall not be liable for any failure or delay in performance caused by events beyond its reasonable control, including acts of God, internet or platform outages, third-party service interruptions, governmental actions, labor disputes, or other force majeure events.

23.4 Notices

All notices under this Agreement may be provided electronically and shall be deemed effective upon transmission to the designated email address.

23.5 No Waiver

Failure by Company to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

23.6 Headings

Section headings are for convenience only and shall not affect the interpretation of this Agreement.

24. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral.

This Agreement may be accepted and executed electronically. Customer's electronic acceptance, including acceptance via an online checkout or click-wrap checkbox, constitutes a legally binding execution of this Agreement under the Electronic Signatures in Global and National Commerce Act ("ESIGN") and the Uniform Electronic Transactions Act ("UETA").

Need help? Call: 1.888.309.0962 (or) email: help@microbakeryschool.com
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