

Terms and Conditions

Wholesome Eating LLC appreciates your business and provides its services to you based on these terms, conditions and provisions referred to as "Terms and conditions" You are agreeing that you understand these terms and conditions and agree to them, just as a signed written legal contract and that you are bound by them. You also understand that Wholesome Eating LLC can change the terms and conditions unannounced and your continued use of the site demonstrates your agreement with the changes.

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Submissions:

By using this website you understand that only contents to which you have full rights or control may be posted on the WholesomeEatingLLC.com website and their use by WholesomeEatingLLC.com will not violate the rights of any third party. You also understand and agree that all contents you contribute to WholesomeEatingLLC.com are deemed royalty-free, perpetual, irrevocable, nonexclusive right and license for use by WholesomeEatingLLC.com to adopt and use in all desired ways in existence or later developed for the full term of any rights that may exist in such contents without any additional approval or consideration from you and you waive any claim to the contrary.

Indemnity:

Your use of this site is at your own risk and you agree to indemnify, defend, and hold harmless WholesomeEatingLLC.com its affiliates and all of their employees, agents, officers, directors, proprietors, partners, shareholders, servants, representatives, accountants, officers, distributors, vendors and affiliates from and against any and all third party claims, demands, liabilities, costs or expenses, including reasonable attorneys' fees, resulting or arising out of your breach of any of these Terms of Use.

Applicable Law:

This site is created and controlled by WholesomeEatingLLC.com in the State of Texas, U.S.A. The law applicable to the interpretation and construction of these terms and conditions and any transaction (including purchases made on this site) using or related to the site, shall be the laws of the State of Texas, USA without regard to principles of conflict of laws. You agree that all matters relating to your access to or use of the site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Texas. All proceedings relating to the site, these terms and conditions, or any transaction, including the sale of any products, using this site, shall be brought only in the state or federal courts of Bexar County, TX, USA, and you and Wholesome Eating LLC do hereby consent to the jurisdiction and venue of such courts.

General:

No joint venture, partnership, employment, or agency relationship exists between you and Wholesome Eating LLC as a result of these Terms and Conditions or your use of this site. The waiver by WholesomeeatingLLC.com of one breach or default under these Terms and Conditions shall not constitute the waiver of any subsequent or other breach or default. In the event that any provision contained in these Terms and Conditions is held by a court of competent jurisdiction to be contrary to any law, the remaining provisions of these Terms and Conditions will remain in full force and effect

Cancellation:

Be aware that we make efforts to ship your orders to you as soon as possible; because orders are processed automatically by our computer system immediately after they are submitted, we are not able to make changes or cancellations once orders are submitted. Any modifications to products, quantities, addresses or payment information need to be made prior to the final submission of the order. An itemized list of charges is provided on our website, quantities and items in the shopping cart that displays on the checkout screen before the order is submitted. We recommend for all customers to review their orders carefully prior to clicking the final submission button.

Shipping Disclaimer:

Unfortunately we cannot be responsible for delayed or undelivered items due to incorrect or incomplete addresses. Please make sure that you have provided the correct zip code, apartment #, street #, or type of street (Blvd., Rd., Ave., etc.) to avoid delay or loss of merchandize.

Be aware we instruct USPS that no signature is required. Otherwise, it could take your item beyond its shelf life to be delivered to the correct address. USPS may leave cakes at the door if there is no one home. However USPS may choose, at its sole discretion, not to leave a package at the door if they feel it would be unsafe for any reason. USPS instead will leave a tag indicating how to arrange pickup or another delivery.

Unfortunately we cannot be responsible for undeliverable items or delays in the receipt of merchandize due to weather or other circumstances beyond our control including the absence of the gift recipient.

Our baked goods available for shipping are specially packaged with dry ice in an insulated cooler and best shipped overnight. They will remain fresh refrigerated for 2 days after arrival. Wrap any remaining baked foods with plastic and freeze for up to 4 months. Paleo baked goods are best divided up into serving portions and frozen individually immediately after arrival.

Coupons and Discounts:

When we offer promotional coupons and discounts, generally distributed through our E-mail Newsletter, they vary depending on the offer. To redeem the coupon, the coupon code must be entered in the order at checkout. Only one promotional coupon is applicable per order. Coupons cannot be added on top of price match requests. Coupons and promotions are available for limited periods of time and do have expirations. Not all coupons are applicable to all products. Coupon discounts cannot be applied to Coffee Machines or Gift Certificates. We reserve the right to discontinue a coupon or promotional discount at any time. We are only able to redeem the coupons we distribute; we are not able to redeem coupons from manufacturers or other retailers.

Website Membership:

Membership to our website is offered to any interested subscriber free of charge. Membership benefits include easy tracking of order history, enrollment in our loyalty program, Auto Order management and access to special discounts and promotions. Membership is not prerequisite to our website use; we also make the option to place orders as a "guest user" available to you. Guest users do not generate loyalty benefits and do not have the ability to create Auto Orders.

Any personal information collected for membership is kept confidential and is never shared, sold or rented to any outside party. You may cancel your membership at any time without penalty, fee or obligation.

Uncharged Orders:

In the event that a payment is not fully processed at the time an order is placed, the order is only fulfilled after the transaction is re-authorized.

Use and Disclosure Information:

We save the information we collect about you and use them to maintain, improve, and administer our website, operate our business, provide products and services that you request, administer your account, inform you about products and services that might be of interest to you, and personalize your online experience. In order to carry out certain business functions, such as order fulfillment and email broadcasts, we sometimes hire other companies to perform services on our behalf. We may disclose Personal Information that we collect about you to these companies to enable them to perform these services, but they are required to safeguard the Personal Information and are not authorized to use it for any other purpose than completing their contractual requirements to Wholesome Eating LLC

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of the wholesomeeatingllc.com website disclaimer.

Website Security

We maintain reasonable physical, electronic, and procedural safeguards designed to help us protect your nonpublic Personal Information against loss, misuse, disclosure and alteration. For example, we use Secure Socket Layer (SSL) technology to encrypt your credit card information when you purchase products through our website. When you establish an account at wholesomeeatingllc.com you choose a password to help protect your account information. You may change the password as often as you wish by going to "My Account" and updating your password.

Return Policy:

Your frozen baked items will be shipped by USPS (your choice of delivery time; next day highly recommended because our products are perishable) weather permitting Tuesday - Thursday and require a 48hour advance order. The person you are shipping to can expect their baked goods to arrive by 3:00pm or

4:30pm on the set day of arrival to commercial destinations. End of day to residential locations. Friday Shippers for a Saturday delivery require an additional charge added at checkout! Place Orders to multiple locations separately. PLEASE INFORM YOUR RECIPIENT TO EXPECT SHIPMENT! Delays resulting from inclement weather are not covered. Once a delivery has been attempted (a call tag left) delays resulting from setting up a second delivery attempt or pick-up are not covered. We offer two options for delays resulting from the shipper. Please be mindful that if the bakery runs into issues baking your delicious orders in time for USPS delivery we may have to ship on the next available ship day.

A. Refund shipping charges if you wish to keep the order or

B. Orders reshipped if you wish to return the delayed cake but not necessary due to possible spoilage.

If the order is damaged in shipping, we will gladly process a damage claim with USPS. Claims must be made within 4 days of receipt. The shipping company may require that the damaged items, box & all items included in package be picked up for inspection; so please do not discard the box, baked items or any of its contents. We recommend letting your recipient know they will be receiving a package so they can look-out for it. No refunds are given due to this delay. No deliveries are accepted at Military Bases or P.O. Boxes. Deliveries to extended delivery areas are not guaranteed. International deliveries are not recommended because of the distance of travel for perishable items. Wholesome Eating/Wholesome Paleo are perishable food items and therefore cannot be returned. Credit card authorization and verification must be received prior to processing an order. USPS shipments occur Tuesday through Friday, excluding holidays for Next Day Air delivery unless otherwise noted i.e., Ground Shipment. Additional questions or problems may be directed to our shipping department and will be handled on individual basis according to our store policy.

Our stock fluctuates throughout the day with sales demand and stock that we receive from vendors. If an item you ordered is out of stock, we will first try to contact you either by phone or via email. We will give you other comparable choices to choose from.