

BCakeNY Terms and Conditions of Use

Welcome to the BCake web site. BCake and its affiliated companies ("BCake" or "we") provide the bcakeny.com web site (the "Web Site") and related services to you ("User"), subject to the following terms and conditions of use ("Terms and Conditions"). Please read the Terms and Conditions carefully before accessing or using the Web Site.

By accessing or using the Web Site, you agree to be bound by the Terms and Conditions. If you do not agree with the terms and conditions, you may not access or otherwise use the web site.

Privacy

Please review our Privacy Policy, which governs the protection and use of any personal information you may provide to us. Our full privacy policy may be viewed below.

Copyright

All content on this Web Site, including all content, text, graphics, photographs, logos, images, audio clips, video clips, digital downloads, and data compilations (the "Content") is the property of BCakeNY or its third party content suppliers and licensors and is protected by United States and international copyright laws. All software used on this site is the property of Broker or its software suppliers and is protected by United States and international copyright laws. All Pictures on the Website are property of BcakeNY

Trademarks

The name Bcake & BcakeNY and its related logos, are registered trademarks of Evergreen Brooklyn, LLC. They may not be used in conjunction with any product or service which is not offered by BcakeNY, is likely to cause confusion among customers, or in any manner that disparages or discredits us.

Limitation of Liability

BcakeNY's owners, employees, agents, vendors, and suppliers shall not be liable for any direct, indirect, incidental, consequential, or special damages arising out of or in any way connected with access to or use of the Web Site.

Indemnification

You agree to indemnify, defend and hold harmless BCakeNY, its officers, directors, employees, affiliates, and agents, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from your violation of these Terms and Conditions.

Third Party Rights

These Terms and Conditions are for the sole benefit of BCakeNY, its officers, directors, employees, affiliates, and agents. No other person, including any user of the Web Site, shall have the right to assert a claim under these Terms and Conditions.

Modifications to Terms of Use and Content

BcakeNY reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms and Conditions at any time. By using this Web Site after Broker has posted notice of such modifications, alterations or updates, you agree to be bound by such revised Terms and Conditions. In addition, Broker reserves the right to make improvements and/or changes in the Content of the Web Site at any time.

Violations of Terms and Conditions of Use

We reserve the right to seek all remedies available at law and in equity for violations of the Terms and Conditions set forth in the Web Site, including the right to block access from a particular Internet address to the Web Site. You agree that in the event the damages of a violation of these Terms and Conditions are difficult to determine, we shall be entitled to \$20,000 as liquidated damages for each violation of these Terms and Conditions, in addition to the right to block your access to the Web Site and to seek injunction relief.

Linked Internet Sites

As a customer service, we may offer links to other sites. We do not assume any responsibility for those sites or their privacy policies and provides those links solely for convenience of visitors. If you link to any other sites, you must do so at your own risk and may rely only on their terms and conditions and privacy policies. The inclusion of any link does not imply a recommendation or endorsement.

Arbitration and General Provisions

Any claims relating to the Web Site must be brought in the state or federal courts of the State and County of New York and shall be governed by the laws of the State of New York.

BCakeNY PRIVACY POLICY

BCakeNY and its affiliated companies (referred to herein as "BCakeNY, Bcake "we" or "us") is committed to protecting the privacy of the users of its web site.

This statement discloses our privacy practices. The purpose of this statement is to inform you:

What kinds of information we collect from users of the BCakeNY web site at bhsusa.com (the "Web Site") and how such information is collected;

How the information is used by us;

Whether we disclose any user information to third parties;

How you can access, update or delete any information that we collect about you; and

The security procedures which we use to protect your personal information.

By using the Web Site, you signify your assent to the BCakeNY Privacy Policy. We reserve the right to change, modify, add, or remove portions of our Privacy Policy at any time. If so, any such changes will be posted on this page. Please check this page periodically for changes. Your continued use of this Web Site following the posting of changes to the BCakeNY Privacy Policy will mean you accept those changes.

How We Collect Information

Generally, you can visit the Web Site without revealing any personal information. Like many websites, our web servers collect the Internet Protocol addresses, but not the e-mail addresses, of visitors. This information can measure the number of visits, average time spent on the site, pages viewed, and other such statistics.

In addition, in order for us to provide certain services to you, you may be asked for information that identifies you, including your name, e-mail address, mailing address, zip code, telephone number, fax (collectively, "Personal Information"). You may also elect to provide such information to us by sending or responding to e-mails regarding certain listings or services offered on our Web Site. Additionally, you may ask us to store information concerning the type, price, location and features of properties that you are interested in.

How We Use and Disclose Your Information

We collect, generate, retain and use your Personal Information for our own internal purposes in connection with the facilitation, recording and processing of any requests, communications, or interactions you may have with our Web Site. We also automatically collect and store statistics and other information about you and your online activities on an aggregated, non-personally identifiable basis and in a

manner that may allow us or our affiliated or related entities to improve our services to you.

In addition, your Personal Information may be also be used by us to provide you with information regarding our products and services. For example, we may use your e-mail address to send you special announcements and notifications of services or promotions that may be of interest to you.

COOKIES

Cookies are small pieces of information that are stored by your browser on your computer's hard drive. Cookies allow web sites to recognize you when you return and can keep track of information specific to you.

Consistent with standard practices in the Internet industry, you may occasionally receive cookies from third parties to which you link from our Web Site. We do not control these third party cookies, and they are not subject to this Privacy Policy. If you prefer, you may set your browser to ask for your permission before you receive a cookie.

INFORMATION SHARING AND DISCLOSURE

Information about our customers is important to our business, and we are not in the business of selling it to others. We share customer information only with our related or affiliated entities and or in the circumstances described below:

DATA SECURITY

Data security is critical to us and thus all Personal Information is held in a secured database. While it is impossible to guarantee the complete security of any computer system and the data contained therein, our vendors are required to maintain and implement robust security policies and procedures that combine with available technologies in accordance with prevailing industry standards, all of which are designed to protect the confidentiality, integrity, and availability of your Personal Information. To the extent we are provided with social security numbers or personal financial information, we comply with all applicable regulations regarding the confidentiality and safe disposal of such information.

ACCESSING, UPDATING OR DELETING INFORMATION COLLECTED ABOUT YOU BY BCakeNY

If you wish to access, update, or delete contact information or preferences, please contact us via email (form). Please be aware, however, that we cannot always ensure that such corrections or deletions will immediately be made in our database.