



O TASTE & SEE D'LIGHTS, LLC LEGACY DESSERT CLUB

MEMBERSHIP, ORDER PROCESSING & RECURRING PAYMENT AUTHORIZATION AGREEMENT

“Taste the tradition. Discover something new. Share the moment.”

1. PURPOSE OF THE LEGACY DESSERT CLUB

The O Taste and See D’Lights Legacy Dessert Club (“Club”) is a recurring dessert membership program offered by **O Taste and See D’Lights, LLC** (“O Taste and See D’Lights,” “Company,” “we,” “us,” or “our”).

The Club provides members with a recurring curated selection of handcrafted desserts, specialty flavors, seasonal offerings, and exclusive member experiences.

Membership may include products such as:

- Signature pound cakes
- Coconut custard pies
- Gourmet cinnamon rolls
- Red velvet cake
- Bourbon bread pudding
- Seasonal and limited-edition desserts
- Exclusive member-only tasting items

The contents of each monthly box may vary based on seasonality, availability, production capacity, and the Company's current menu.

2. MEMBERSHIP OPTIONS

Members select a subscription tier during enrollment.

Sweet Sampler

\$39.95 per month

Designed for individuals and couples.

May include a curated assortment of smaller portions of O Taste and See D’Lights signature desserts.

Legacy Box

\$64.95 per month

The signature membership experience.

May include a larger assortment, a featured dessert, an exclusive tasting item, and member experience materials.

Founder's Reserve

\$99.95 per month

A premium membership experience that may include larger portions, seasonal specialties, exclusive products, priority access, and additional member benefits.

Important: Specific products, quantities, benefits, and pricing associated with each tier will be displayed at the time of enrollment and may be updated by the Company with appropriate notice.

3. MEMBERSHIP TERM

Membership begins on the date the customer successfully enrolls and authorizes payment.

Unless otherwise stated at enrollment, memberships automatically renewed on a recurring monthly basis until canceled.

There is no obligation to purchase additional products outside the subscription.

Membership benefits are personal to the enrolled member and may not be transferred without authorization from O Taste and See D’Lights.

4. RECURRING PAYMENT AUTHORIZATION

By enrolling in the Legacy Dessert Club, the member authorizes O Taste and See D’Lights, LLC, or its designated payment processor, to charge the payment method provided at enrollment for:

1. The selected subscription price;
2. Applicable taxes, when required;
3. Approved delivery charges;
4. Optional add-ons specifically authorized by the member; and
5. Other charges expressly approved by the members.

Recurring Billing Authorization

I authorize O Taste and See D’Lights, LLC to charge my selected payment method automatically according to the billing schedule associated with my selected membership.

The recurring charge will generally occur monthly on or around the member's designated billing date.

The exact processing date may vary because of weekends, holidays, payment-processor requirements, production schedules, or other operational circumstances.

The member understands that enrollment constitutes authorization for recurring charges until the membership is canceled in accordance with this Agreement.

5. PAYMENT PROCESSING

O Taste and See D'Lights may use a third-party payment processor to securely process membership payments.

The Company does not intend to store customers' full payment card information unless expressly permitted through a compliant payment-processing system.

Payment information may be processed and stored by the Company's selected payment provider according to that provider's security practices and terms.

Customers are responsible for maintaining a valid payment method.

6. PAYMENT FAILURE

If a scheduled payment is declined, expired, disputed, or otherwise unsuccessful, O Taste and See D'Lights may:

- Attempt to process the payment again;
- Notify the member of the unsuccessful payment;
- Temporarily suspend the membership;
- Delay fulfillment of the associated dessert box; or
- Cancel the membership if payment remains unresolved.

A box will not be released for fulfillment when payment has not been successfully authorized unless otherwise approved by O Taste and See D'Lights.

7. ORDER PROCESSING STRUCTURE

The Legacy Dessert Club operates according to a monthly production cycle.

Recommended Cycle Processing

Step 1 — Enrollment

Customer selects membership tier and provides required contact, billing, and fulfillment information.

↓

Step 2 — Payment Authorization

The payment processor authorizes the recurring membership payment.



Step 3 — Subscription Confirmation

Customer receives confirmation of membership and the applicable upcoming fulfillment date.



Step 4 — Production Cutoff

Orders are locked according to the monthly production cutoff established by O Taste and See D'Lights.



Step 5 — Production

Desserts are prepared according to the Company's production schedule and applicable food-safety requirements.



Step 6 — Quality Control

Products are inspected and packaged before release.



Step 7 — Fulfillment

Boxes are designated for:

- Local pickup; or
- Approved local delivery.



Step 8 — Customer Notification

The member receives pickup or delivery instructions.



Step 9 — Monthly Renewal

The membership continues to the next billing cycle unless canceled.

8. PRODUCTION CUTOFF

Because many Club desserts are made specifically for members, orders may have a monthly cutoff date.

Once the production cutoff has passed, the Company may be unable to modify that month's box.

Members are responsible for reviewing their subscription information before the applicable cutoff.

9. PRODUCT SUBSTITUTIONS

O Taste and See D'Lights reserves the right to substitute a dessert when necessary because of:

- Ingredient availability;
- Seasonal availability;
- Supplier issues;
- Production limitations;
- Food-safety considerations;
- Quality-control concerns; or
- Other circumstances outside the Company's reasonable control.

When a substitution is necessary, the Company will attempt to provide an item of comparable or greater value.

10. FOOD ALLERGIES & DIETARY RESTRICTIONS

Members are responsible for notifying O Taste and See D'Lights of known food allergies or dietary restrictions before ordering.

Because the Company's production environment may involve multiple ingredients and allergens, the Company cannot guarantee an allergen-free product unless specifically represented by the Company.

Common allergens may include:

- Wheat
- Milk
- Eggs
- Tree nuts
- Peanuts
- Soy
- Other ingredients identified on applicable product labels

Members should review product labeling and contact O Taste and See D’Lights with questions before consuming any product.

11. PICKUP & DELIVERY

Members select an available fulfillment method during enrollment or according to the Company's current procedures.

Local Pickup

Members are responsible for collecting their boxes during the designated pickup period.

Local Delivery

Delivery may be available within designated service areas for an additional fee.

Delivery fees, service areas, delivery windows, and minimum requirements may change.

If a customer is unavailable during a scheduled delivery window, the Company may require the customer to arrange pickup or pay an additional delivery fee.

12. PRODUCT STORAGE

Members are responsible for properly storing desserts after receiving their order.

Certain products may require refrigeration.

Customers should follow all storage, handling, and “use by” instructions provided on the product packaging.

13. CANCELLATION

Members may cancel their subscription according to the Company's current cancellation procedure.

To avoid being charged for the next monthly cycle, cancellation should be submitted **before the Company's published billing cutoff date**.

A cancellation submitted after a payment has been successfully processed may apply to the following billing cycle rather than the current cycle.

14. REFUNDS

Because Club products are prepared specifically for members and may be perishable, refunds are generally not available after an order has entered production.

However, O Taste and See D’Lights may issue a replacement, credit, partial refund, or other resolution when:

- The Company made an error;
- The product was materially damaged before customer receipt;

- The wrong product was provided; or
- Another reasonably warrants a customer-service adjustment.

Requests should be submitted promptly after receipt of the order.

15. MISSED PICKUP

If a member fails to collect a scheduled box during the designated pickup period, the Company may:

- Hold the product for a limited period when food-safety conditions permit;
- Request the customer to arrange an alternative pickup;
- Require a delivery fee for a subsequent delivery attempt; or
- Dispose of perishable products when necessary for food-safety reasons.

The Company is not responsible for deterioration caused by a customer's failure to retrieve or properly store products.

16. MEMBERSHIP BENEFITS

Depending on the selected membership tier, Club members may receive benefits such as:

- Exclusive desserts;
- Early access to new products;
- Seasonal releases;
- Member-only flavors;
- Birthday surprises;
- Special promotional offers;
- Recipe or story cards;
- Inspirational messages;
- Dessert tasting opportunities;
- VIP event invitations; and
- Other benefits announced by O Taste and See D'Lights.

Membership benefits are subject to change as the Club evolves.

17. MEMBER-ONLY EXPERIENCE

The Legacy Dessert Club is designed to create more than a recurring purchase.

Members may receive a monthly:

“Legacy Card”

A story, reflection, family tradition, baking inspiration, or message connected to the heritage and philosophy of O Taste and See D’Lights.

“Dessert Passport”

Members may receive a collectible passport or digital tracking system allowing them to recognize participation in the Club.

Additional rewards may be offered based upon continued membership.

18. CUSTOMER INFORMATION

Members agree to provide accurate:

- Name;
- Email address;
- Telephone number;
- Billing information;
- Pickup information; and
- Delivery information when applicable.

Members are responsible for updating information when circumstances change.

19. COMMUNICATION AUTHORIZATION

By joining the Club, members agree to receive service-related communications regarding:

- Membership confirmation;
- Payment status;
- Upcoming boxes;
- Pickup instructions;
- Delivery information;
- Product availability;
- Subscription changes; and
- Other communications necessary to administer the membership.

Marketing communications may be managed separately according to applicable law and the Company's communication preferences.

20. PRICE CHANGES

O Taste and See D'Lights may modify membership pricing in the future.

Where required, members will receive advance notice of a price change and any applicable opportunity to cancel before the new price takes effect.

21. CLUB PAUSE

O Taste and See D'Lights may offer members the ability to temporarily pause their membership.

If a pause option is offered, the Company will establish the applicable pause rules, including maximum pause duration and resumption procedures.

22. BUSINESS INTERRUPTION

O Taste and See D'Lights may delay, modify, or cancel a fulfillment cycle when circumstances outside the Company's reasonable control affect production or fulfillment.

Examples may include:

- Severe weather;
- Utility interruption;
- Ingredient shortages;
- Equipment failure;
- Government restrictions;
- Transportation disruptions;
- Public-health circumstances; or
- Other significant operational interruptions.

The Company will make reasonable efforts to communicate material disruptions and provide an appropriate remedy when practical.

23. CUSTOMER RESPONSIBILITY

By participating in the Club, the members agree to:

- Provide accurate information;
- Maintain a valid payment method;
- Review monthly subscription information;
- Follow pickup and delivery instructions;
- Properly store products;

- Review ingredients and allergen information;
- Notify the Company promptly of problems; and
- Comply with the terms of this Agreement.

24. AUTHORIZATION TO PROCESS MEMBERSHIP

CUSTOMER AUTHORIZATION

I acknowledge that I am voluntarily enrolling in the O Taste and See D'Lights Legacy Dessert Club.

I understand that:

- My membership renews automatically according to the selected billing cycle.
- My payment method will be charged the applicable subscription amount.
- Additional charges will only be made for authorized purchases, applicable delivery fees, taxes, or other expressly approved charges.
- I am responsible for maintaining a valid payment method.
- I may cancel my subscription according to the Company's cancellation procedures.
- Cancellation does not automatically reverse charges that have already been successfully processed.
- Dessert selections may change from month to month.
- Some products may contain common allergens.
- Perishable products require appropriate storage and handling.

RECURRING PAYMENT AUTHORIZATION

I authorize O Taste and See D'Lights, LLC and its designated payment processor to electronically charge my selected payment method for my recurring Legacy Dessert Club membership and any additional purchases or charges that I separately authorize.

This authorization remains effective until I cancel my membership in accordance with the Company's cancellation procedure.

25. CUSTOMER ACKNOWLEDGMENT

By checking the applicable authorization box during online enrollment or signing below, I acknowledge that I have read, understood, and agreed to the terms of this Legacy Dessert Club Agreement.

Customer Name: _____

Email: _____

Phone: _____

Membership Tier: _____

Subscription Price: \$ _____

Billing Frequency: _____

Preferred Fulfillment Method:

☐ Local Pickup

☐ Local Delivery

Recurring Payment Authorization:

☐ I authorize recurring payments as described in this Agreement.

Terms Acceptance:

☐ I have read and agree to the Legacy Dessert Club Membership Agreement.

Customer Signature: _____

Date: _____

26. COMPANY ACCEPTANCE

O Taste and See D'Lights, LLC

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

IMPORTANT CUSTOMER NOTICE

Please retain a copy of this Agreement for your records.

Your subscription confirmation will provide the applicable membership tier, price, billing schedule, and fulfillment information associated with your enrollment.

O Taste & See D'Lights, LLC

"It Tastes as Good as It Looks."

Taste the tradition. Discover something new. Share the moment.