

FLUFFY POPS

EVENT SERVICE AGREEMENT

Version 1.0 | Effective August 2026

This Event Service Agreement ("Agreement") is entered into between **SSDN Ventures LLC, doing business as Fluffy Pops ("Fluffy Pops," "we," "us," or "our")**, and the customer identified through the applicable booking, acknowledgment, invoice, quote, or event record ("Client").

For purposes of this Agreement, all references to **"Fluffy Pops"** mean SSDN Ventures LLC doing business as Fluffy Pops.

Fluffy Pops and Client may individually be referred to as a "Party" and collectively as the "Parties."

This Agreement applies to the event and services identified in the applicable booking form, invoice, quote, Event-Specific Terms, or other written booking documentation accepted in connection with Client's booking.

For purposes of this Agreement, **"Business Day"** means Monday through Friday, excluding federal holidays.

1. EVENT & BOOKING INFORMATION

The specific commercial and event details applicable to Client's booking may be contained in Fluffy Pops' electronic booking form, invoice, accepted quote, Event-Specific Terms, or other written booking documentation.

Those details may include:

- Client name and contact information;
- Organization, if applicable;
- Event type;
- Event date;
- Service start and end time;
- Event location;
- Estimated event attendance;
- Fluffy Pops service guest count;
- Selected package or services;
- Add-ons and customizations;
- Package price;
- Travel charges;
- Parking or toll charges;
- Applicable taxes;

- Other agreed charges;
- Total Event Price;
- Payment structure;
- Booking Deposit, if applicable;
- Remaining balance;
- Payment due date; and
- Event-Specific Terms.

Event and commercial details accepted through Fluffy Pops' designated electronic booking process or other accepted written booking documentation are incorporated into and form part of this Agreement.

Fluffy Pops' designated notice email for contractual cancellations is:

events@fluffypops.com

2. BOOKING CONFIRMATION & ELECTRONIC ACCEPTANCE

Client may accept this Agreement electronically through Fluffy Pops' designated online booking, acknowledgment, or electronic signature process.

Electronic acceptance may include completing required Client and event information, affirmatively selecting an **"I Agree"** or substantially similar acknowledgment, providing an electronic signature where requested, and submitting the applicable form.

By completing and submitting the electronic acceptance process, Client acknowledges that Client was provided access to the applicable version of this Agreement before acceptance and agrees to be bound by its terms.

Fluffy Pops may maintain electronic records reasonably associated with Client's acceptance, including Client's name, email address, electronic signature, date and time of submission, Agreement version, event information, and other audit information generated by the electronic system.

An event date is not reserved or confirmed until:

1. Client has completed the required electronic acceptance process;
2. Fluffy Pops has received the required Booking Deposit or full payment, as applicable; and
3. Fluffy Pops has issued written or electronic booking confirmation.

Fluffy Pops may issue booking confirmation by email, invoice or payment confirmation, or other written electronic communication.

A separate signature by Fluffy Pops is not required for acceptance.

An inquiry, quote, invoice, availability discussion, verbal commitment, form submission, Client signature, or Client acceptance **by itself** does not reserve the requested event date.

Fluffy Pops may continue accepting inquiries for a requested date until all applicable booking-confirmation requirements have been completed.

3. BOOKING DEPOSITS & FULL PAYMENTS

Booking Deposits

When an invoice specifically identifies a **Booking Deposit**, that Booking Deposit is required to reserve the event date and will be applied toward the total Event Price.

Once the booking is confirmed, the Booking Deposit is **non-refundable**, regardless of the date or reason for Client's cancellation, except where otherwise required by applicable law or where Fluffy Pops expressly approves an exception in writing.

Fluffy Pops may, in its sole discretion, approve a full or partial refund, credit, transfer, or other accommodation relating to a Booking Deposit under exceptional circumstances.

Any exception must be approved by Fluffy Pops in writing.

An exception made for one Client or event does not waive this policy or create an obligation to provide the same or similar exception for another Client or event.

If Fluffy Pops cancels an event and cannot provide the contracted services, the Booking Deposit will be refunded unless Client agrees in writing to apply it toward another event or event credit.

Full-Payment Bookings

If Client pays the Event Price in full at booking and the applicable invoice does **not separately identify a Booking Deposit**, no portion of that payment will subsequently be treated as a Booking Deposit.

The entire payment will instead be subject to the cancellation, refund, and event-credit provisions of this Agreement.

4. PAYMENT TERMS

Client agrees to pay the Event Price and all other agreed charges according to the applicable invoice.

The required Booking Deposit will be the amount specified on the applicable invoice.

If the invoice requires a Booking Deposit but does not specify an amount, the Booking Deposit will be **40% of the Event Price, subject to a \$100 minimum.**

Unless otherwise stated on the invoice, the remaining balance is due **seven (7) calendar days before the scheduled event.**

For events booked seven (7) calendar days or less before the scheduled event, Fluffy Pops may require full payment when the booking is confirmed.

If any required balance is not received by its stated due date, Fluffy Pops may suspend performance, cancel the booking, and release the reserved event date.

Any applicable Booking Deposit remains subject to the non-refundable Booking Deposit policy.

Fluffy Pops is not obligated to provide event services until all amounts required before the event have been paid in full.

Late and Unpaid Balances

Any amount not paid when due may be subject to a reasonable late charge of **\$15 or the maximum amount permitted by applicable law, whichever is less**, after the amount remains unpaid for five (5) calendar days following its due date.

The Parties acknowledge that this late charge is intended to reasonably account for administrative and payment-processing costs associated with delinquent balances and is not intended as a penalty.

Fluffy Pops may waive a late charge in its discretion.

A waiver on one occasion does not waive Fluffy Pops' right to enforce this provision on another occasion.

The five-day period associated with a late charge does **not extend the original payment due date** and does not restrict Fluffy Pops' right to suspend performance, cancel the booking, or release the reserved event date when payment is not received when due.

Client remains responsible for legitimate unpaid amounts that remain contractually due notwithstanding cancellation, expiration, or completion of the event.

To the extent permitted by applicable law, Client will also be responsible for reasonable collection costs actually incurred in collecting undisputed amounts properly due under this Agreement.

Interest on Unpaid Balances

Amounts that remain legitimately due and unpaid for more than **thirty (30) calendar days after their due date** may accrue simple interest at the lesser of:

1% per month; or the maximum rate permitted by applicable law.

Interest will be calculated only on the unpaid principal balance and will not be compounded unless permitted by applicable law and expressly agreed in writing.

5. TAXES

Unless expressly stated otherwise in writing, quoted prices are exclusive of applicable sales, use, transaction, or similar taxes required by law.

Client is responsible for applicable taxes properly imposed on the transaction.

Fluffy Pops may collect and remit applicable taxes as required by law.

Any applicable tax shown on the invoice forms part of the total amount due.

6. SERVICES

Fluffy Pops will provide the services identified in the selected package, applicable invoice, booking form, and any Event-Specific Terms accepted by Fluffy Pops.

The booking is based upon the agreed:

- Guest count;
- Service duration;
- Products;
- Add-ons and customizations;
- Staffing;
- Event location;
- Travel requirements; and
- Event requirements.

Requests that increase the guest count, service duration, products, customization, staffing, travel, equipment, or other requirements may result in additional charges and are subject to availability.

Unless expressly stated otherwise, a package is designed to accommodate the agreed Fluffy Pops Service Guest Count during the contracted service period.

Fluffy Pops does not guarantee that every attendee will receive a serving when guests take multiple servings, attendance exceeds the agreed service guest count, guests arrive after service has ended, venue restrictions interfere with service, or circumstances outside Fluffy Pops' reasonable control affect service.

7. SERVICE TIME, ADVANCE ACCESS, SETUP & TEARDOWN

The service time identified in the applicable booking documentation represents **scheduled guest service time**.

Reasonable unloading, setup, equipment testing, safety checks, preparation, and teardown occur outside the contracted guest service period.

For example, a two-hour event package provides two scheduled hours of guest service and does not include reasonable setup and teardown time.

Client must provide Fluffy Pops and its personnel sufficient access to the event location before the scheduled service time for reasonable unloading, setup, equipment testing, safety checks, and preparation.

Client is responsible for communicating in advance any:

- Loading dock procedures;
- Security screening;
- Credential or identification requirements;
- Parking restrictions;
- Elevator or stair access;
- Check-in procedures;
- Vendor arrival windows;
- Setup deadlines; or
- Other conditions materially affecting access or setup.

Delays resulting from undisclosed, unavailable, or Client-controlled access requirements do not delay the contracted service end time and do not entitle Client to a refund, event credit, price reduction, or automatic service extension.

Additional service time is subject to Fluffy Pops' availability and additional charges.

Fluffy Pops is not obligated to remain beyond the contracted end time unless an extension is expressly approved.

8. CLIENT CANCELLATION POLICY

All cancellation requests must be communicated to Fluffy Pops **in writing at events@fluffypops.com**.

A cancellation email successfully received at or before **5:00 p.m. Pacific Time on a Business Day** will be deemed received on that Business Day.

A cancellation email received after 5:00 p.m. Pacific Time on a Business Day, or at any time on a Saturday, Sunday, or federal holiday, will be deemed received on the **next Business Day**.

If Client receives a delivery-failure, undeliverable-message, or similar notification, the cancellation will not be considered received until successfully delivered to the designated email account.

For purposes of this Section, "**Eligible Payments**" means amounts paid toward the Event Price excluding:

- Any separately identified non-refundable Booking Deposit; and
- Non-recoverable custom or third-party expenses expressly agreed to by Client.

More Than 30 Days Before Event

Client will receive a **full refund of Eligible Payments**.

Any separately identified Booking Deposit remains non-refundable unless Fluffy Pops approves an exception in writing.

15–30 Days Before Event

No cash refund will be issued.

Client will receive Fluffy Pops event credit equal to **100% of Eligible Payments**.

Any separately identified Booking Deposit remains non-refundable unless Fluffy Pops approves otherwise in writing.

7–14 Days Before Event

No cash refund will be issued.

Fluffy Pops will retain **25% of Eligible Payments** as a cancellation charge.

The remaining **75% of Eligible Payments** will be issued as Fluffy Pops event credit.

Any separately identified Booking Deposit remains non-refundable unless Fluffy Pops approves otherwise in writing.

1–6 Days Before Event

No refund and no event credit will be issued.

Fluffy Pops may, in its sole discretion, approve an exception under extraordinary circumstances.

Any exception, refund, credit, transfer, or rescheduling accommodation must be expressly approved by Fluffy Pops in writing.

An exception granted on one occasion does not create an obligation to provide a similar exception in the future.

Same-Day Cancellation / No-Show

Same-day cancellations and no-shows are **not eligible for a refund, event credit, transfer, or rescheduling credit.**

Client acknowledges that cancellations immediately before an event may prevent Fluffy Pops from reasonably replacing the booking and may occur after staffing, ingredients, preparation, transportation, equipment, inventory, and other resources have already been committed.

The same-day cancellation and no-show policy is intended to reasonably account for those commitments and the loss of the reserved event opportunity.

Amounts paid will be forfeited to the fullest extent permitted by applicable law.

9. EVENT CREDITS

Event credits issued under the cancellation policy represent a contractual accommodation relating to a cancelled event and are not separately purchased by Client as a stored-value product.

Unless Fluffy Pops expressly agrees otherwise in writing:

- Event credits have no cash value and cannot be redeemed for cash.
- Credits may only be used by the original Client.
- Credits expire **twelve (12) months after the original scheduled event date**, subject to applicable law.
- Credits are subject to Fluffy Pops' availability.
- Credits do not guarantee the original package, products, pricing, location, date, or availability.
- Credits may be applied toward an equal or higher-priced eligible package.
- Client is responsible for any amount exceeding the available credit.
- A credited booking may be rescheduled once unless Fluffy Pops approves otherwise in writing.

The minimum booking requirement applicable when a credit is redeemed will be the minimum event price contained in Fluffy Pops' then-current pricing or the minimum expressly communicated to Client in writing before the replacement booking is confirmed.

If Fluffy Pops agrees in writing to permit a credit to be applied toward a service below the applicable minimum booking amount, treatment of any remaining credit, including continued credit or a refund, will be determined by the written agreement between Fluffy Pops and Client.

Expired or unused event credits are forfeited except where otherwise required by applicable law.

10. CREDIT REBOOKING & RUSH REQUESTS

Client must request a replacement event using an existing event credit at least **fourteen (14) calendar days before the requested new event date** to avoid a Rush Booking Fee.

A request made less than fourteen (14) calendar days before the requested date is considered a **Rush Request**.

Client acknowledges that short-notice bookings may require expedited purchasing, inventory changes, staffing adjustments, scheduling changes, transportation arrangements, and other accelerated preparation.

Rush Requests:

- Are subject to Fluffy Pops' availability;
- Are not guaranteed; and
- Carry a Rush Booking Fee equal to **\$50 or 10% of the replacement Event Price, whichever is greater**, unless a different Rush Booking Fee is disclosed to and accepted by Client in writing before the replacement booking is confirmed.

The Rush Booking Fee is separate from Client's existing event credit.

Client is responsible for the applicable Rush Booking Fee plus any difference between the available event credit and the selected replacement package.

Payment of a Rush Booking Fee does not guarantee the requested event date until Fluffy Pops confirms the replacement booking in writing.

11. CHANGES TO AN EXISTING BOOKING

Changes to the event date, location, service time, guest count, package, products, or other material event information require Fluffy Pops' approval.

Changes may result in additional charges when they increase staffing, travel, parking, tolls, ingredients, equipment, inventory, supplies, service duration, or other costs.

A requested date change may be treated as a cancellation and rebooking under this Agreement.

Verbal requests do not constitute confirmed modifications.

Material changes must be accepted by Fluffy Pops in writing.

12. CLIENT DELAYS, EARLY TERMINATION & UNUSED SERVICES

The contracted service period begins and ends at the times identified in the applicable booking documentation unless Fluffy Pops agrees otherwise in writing.

Delays caused by Client, guests, venue access, security procedures, event scheduling, other vendors, or circumstances outside Fluffy Pops' reasonable control do not postpone the scheduled end time.

If Client voluntarily delays service, requests that Fluffy Pops stop service early, ends the event early, reduces attendance, or elects not to use all contracted services, **no refund, credit, price reduction, or automatic extension will be provided for unused service time or capacity.**

Fluffy Pops may voluntarily accommodate schedule changes when operationally possible, but doing so does not create an obligation to provide similar accommodations in the future.

13. CUSTOM ORDERS & SPECIAL PURCHASES

If Client requests customized products, specialty ingredients, personalized packaging, branded materials, custom signage, special decorations, or other Client-specific items, Fluffy Pops may require advance payment for those items.

Once Fluffy Pops has incurred or irrevocably committed to such costs, those amounts are **non-refundable and not eligible for event credit**, to the fullest extent permitted by applicable law.

Fluffy Pops will identify material custom charges to Client in writing when reasonably practicable before incurring them.

Cancellation of the event does not require Fluffy Pops to refund Client-specific costs already reasonably incurred or irrevocably committed.

14. TRAVEL, PARKING & ACCESS

Applicable travel, parking, toll, and other location-specific charges will be identified in the applicable booking documentation or otherwise agreed upon in writing.

If Client changes the event location after booking, additional charges may apply.

Client is responsible for providing accurate information concerning venue location, loading and unloading, parking, stairs or elevators, security procedures, vendor access, setup restrictions, and other material logistical requirements.

Fluffy Pops may charge reasonable additional costs resulting from material requirements not disclosed before booking when those requirements create additional expenses or services.

15. VENUE REQUIREMENTS, PERMITS & INSURANCE

Client is responsible for obtaining permission from the venue, property owner, or event organizer for Fluffy Pops to operate at the event unless Fluffy Pops expressly agrees in writing to obtain a specific authorization.

Client must disclose applicable venue requirements before booking, including vendor requirements, permits, insurance requirements, access rules, electrical restrictions, operational requirements, and other material conditions affecting Fluffy Pops' ability to perform.

Fluffy Pops Insurance Documentation

Upon reasonable advance request, Fluffy Pops may provide available proof of insurance or a Certificate of Insurance when required by a venue or event organizer.

Requests for a Certificate of Insurance, additional-insured status, special endorsements, increased coverage limits, or other venue-specific insurance documentation **must be submitted at least ten (10) Business Days before the scheduled event.**

Fluffy Pops may attempt to accommodate requests submitted with less than ten (10) Business Days' notice but does not guarantee that documentation, endorsements, increased coverage limits, or insurer approvals can be completed before the event.

All requests remain subject to Fluffy Pops' existing insurance coverage, insurer approval, availability, and any applicable additional charges.

Client Insurance

Unless otherwise agreed by Fluffy Pops in writing, Client must maintain appropriate event liability insurance and provide reasonable evidence of coverage when:

1. The **Estimated Event Attendance stated in the applicable booking documentation exceeds 250**, or the event is otherwise reasonably expected to exceed 250 total attendees;
2. Client or the event organizer is serving or permitting alcoholic beverages in connection with the event;
3. The venue or event organizer requires such coverage;
4. Applicable rules governing the event require Client or participating vendors to maintain such coverage; or

5. Fluffy Pops reasonably determines, based on the size, location, nature, or reasonably anticipated risk of the event, that Client insurance is required and communicates that requirement to Client in writing before booking confirmation.

Where Client insurance is required under this Section, coverage must be maintained at a minimum limit of **\$1,000,000 per occurrence**, or such higher limit as the venue, event organizer, insurer, or applicable rules require.

Client must provide a Certificate of Insurance or other reasonable evidence of coverage no later than **ten (10) Business Days before the scheduled event date**, unless a different deadline is identified in the Event-Specific Terms or other written booking documentation.

Failure to satisfy an applicable insurance requirement may result in suspension or cancellation of services and may be treated as a Client-caused cancellation to the extent permitted by applicable law.

If the venue refuses access or prevents Fluffy Pops from providing services because Client failed to disclose or satisfy a Client-controlled venue, permit, insurance, or operational requirement, the resulting inability to perform may be treated as a Client-caused cancellation.

16. ELECTRICAL POWER

When Client or the venue is responsible for supplying electricity, Client must provide safe, accessible, suitable, and reliable electrical service appropriate for Fluffy Pops' equipment.

Fluffy Pops is not responsible for interruptions caused by inadequate, unavailable, overloaded, incompatible, or unsafe electrical systems outside Fluffy Pops' reasonable control.

Fluffy Pops may refuse to connect equipment to an electrical source it reasonably believes is unsafe.

If Fluffy Pops provides an independent power source, the arrangement and any applicable charge will be identified in the applicable booking documentation or otherwise agreed upon in writing.

17. OUTDOOR EVENTS & WEATHER

Client acknowledges that outdoor food service, particularly cotton candy production, can be materially affected by rain, wind, humidity, excessive heat, severe weather, and other environmental conditions.

For outdoor events, Client is responsible for providing an appropriate protected service location and, when reasonably necessary, an indoor or otherwise suitable covered backup location.

Fluffy Pops may relocate, temporarily suspend, modify, delay, or discontinue service when Fluffy Pops reasonably determines that environmental conditions:

- Create a safety risk;
- Could damage equipment;
- Violate reasonable equipment operating requirements; or
- Make reasonable production or service impractical.

Fluffy Pops will make reasonable efforts to work with Client on an alternative setup when reasonably feasible.

To the fullest extent permitted by applicable law, Fluffy Pops is not responsible for deterioration or reduced cotton candy quality resulting from humidity, moisture, wind, temperature, or other environmental conditions outside Fluffy Pops' reasonable control.

18. FOOD ALLERGIES & DIETARY INFORMATION

Client is responsible for informing Fluffy Pops before the event of known food allergy or dietary accommodation requests relevant to the booked service.

Fluffy Pops will provide available ingredient and allergen information upon reasonable request.

Client acknowledges that ingredients may be manufactured, processed, transported, stored, or prepared in environments where allergens may be present.

Although Fluffy Pops will take reasonable food-handling precautions, **Fluffy Pops does not guarantee an allergen-free environment or guarantee against cross-contact.**

Client is responsible for communicating relevant ingredient and allergy information to guests, parents, guardians, or attendees when appropriate.

Guests with serious allergies are responsible for making an informed decision regarding consumption based upon available ingredient and allergen information.

Nothing in this Section excludes liability that cannot legally be excluded.

19. CHILDREN & GUEST SUPERVISION

Fluffy Pops provides food and event services and **does not provide childcare, security, crowd control, or supervision of guests or minors.**

Client, parents, guardians, venue personnel, or event organizers remain responsible for supervising attendees.

Guests may not:

- Operate Fluffy Pops equipment;
- Touch machinery or electrical equipment;
- Enter employee or service areas;
- Handle supplies not designated for guest use; or
- Interfere with staff operating equipment.

Fluffy Pops may pause or discontinue service when reasonably necessary to address unsafe guest behavior or conditions.

20. ASSUMPTION OF ORDINARY EVENT RISKS

Client acknowledges that live food and event services involve ordinary and reasonably foreseeable risks associated with food consumption, crowds, electrical equipment, food-service machinery, hot or moving components, temporary event installations, and outdoor environments.

Client agrees to follow and communicate reasonable safety instructions relating to Fluffy Pops' service area.

Nothing in this Agreement is intended to waive liability that cannot legally be waived.

21. DAMAGE TO FLUFFY POPS PROPERTY

To the fullest extent permitted by applicable law, Client is responsible for reasonable repair or replacement costs for Fluffy Pops property damaged as a direct result of:

- Client's negligent or intentional conduct;
- Conduct of Client's guests for whom Client is legally responsible;
- Unauthorized handling or operation of equipment; or
- Material violation of reasonable safety instructions.

Client is not responsible for normal wear and tear, ordinary mechanical failure, or damage not attributable to Client or persons for whom Client is legally responsible.

22. THIRD-PARTY & VENUE CONDITIONS

To the fullest extent permitted by applicable law, Fluffy Pops is not responsible for losses, delays, interruptions, or inability to perform resulting from circumstances outside Fluffy Pops' reasonable control,

including actions or failures of venues, property owners, guests, other vendors, utility providers, event organizers, security personnel, or other third parties.

23. CLIENT INDEMNIFICATION

To the fullest extent permitted by applicable law, Client agrees to indemnify and hold harmless **Fluffy Pops and its owners, members, employees, contractors, and authorized representatives** from third-party claims, liabilities, damages, losses, or reasonable expenses arising directly from:

- Client's negligent or intentional conduct;
- Conduct of Client's guests for whom Client is legally responsible;
- Unauthorized operation, handling, or interference with Fluffy Pops equipment;
- Client's material violation of applicable venue requirements; or
- Client's material breach of this Agreement.

This provision does not require Client to indemnify any person or entity for that person's or entity's own negligence, willful misconduct, or liability that cannot lawfully be transferred.

24. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FLUFFY POPS AND ITS OWNERS, MEMBERS, EMPLOYEES, CONTRACTORS, AND AUTHORIZED REPRESENTATIVES WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THE EVENT OR SERVICES.

Except for liability that applicable law prohibits Fluffy Pops from limiting, Fluffy Pops' total aggregate liability arising out of or relating to the affected event will not exceed the total amount actually paid by Client to Fluffy Pops for that event.

The foregoing limitation is not intended to limit liability for gross negligence, willful misconduct, personal injury, or other liability to the extent such liability cannot lawfully be limited under the circumstances.

Nothing in this Agreement excludes, waives, or limits liability that cannot legally be excluded, waived, or limited.

25. PAYMENT DISPUTES & CHARGEBACKS

Client agrees to promptly notify Fluffy Pops of any good-faith billing concern or payment dispute and provide Fluffy Pops a reasonable opportunity to review and attempt to resolve the matter.

Client agrees not to knowingly initiate a false, fraudulent, or improper chargeback or payment reversal for services properly provided or amounts legitimately due under this Agreement.

A payment dispute or chargeback does not eliminate Client's responsibility for legitimate and undisputed amounts owed.

Fluffy Pops may provide this Agreement, invoices, written communications, proof of service, event records, photographs of setup or service where appropriate, electronic acceptance records, and other relevant documentation to a payment processor, financial institution, or appropriate party when reasonably necessary to respond to a payment dispute or chargeback.

Nothing in this Section limits any lawful consumer dispute or chargeback right that cannot legally be waived.

26. EQUIPMENT MALFUNCTION & OPERATIONAL INTERRUPTION

Fluffy Pops will make reasonable efforts to maintain appropriate equipment and staffing necessary to perform the contracted services.

If equipment malfunction, staffing unavailability, or another operational issue attributable to Fluffy Pops interrupts or prevents performance, Fluffy Pops will make reasonable efforts to:

1. Restore service;
2. Provide substitute equipment or personnel;
3. Modify service in a reasonably comparable manner with Client's agreement; or
4. Provide another reasonable accommodation accepted by Client.

If a **material portion of the contracted service remains unprovided**, Client will receive a reasonable prorated refund or event credit for the affected portion unless Client accepts another accommodation in writing.

A prorated remedy does not automatically entitle Client to a full refund where Fluffy Pops substantially performed the remaining contracted services.

This Section remains subject to the limitations and exceptions contained in Section 24 to the fullest extent permitted by applicable law.

27. FLUFFY POPS INABILITY TO PERFORM OR CANCELLATION

If Fluffy Pops is unable to provide all or a material portion of the contracted services, Fluffy Pops will communicate with Client as soon as reasonably practical.

Fluffy Pops may offer:

1. A mutually agreed replacement event date;
2. Event credit;
3. A reasonable substitute or modification accepted by Client; or
4. Another mutually acceptable accommodation.

Client is not required to accept a replacement date, credit, substitute service, or other alternative.

If no alternative is mutually accepted, **Fluffy Pops will refund amounts paid for the portion of contracted services that Fluffy Pops did not provide.**

If Fluffy Pops cancels the entire event and cannot provide the contracted services, any otherwise non-refundable Booking Deposit will be refunded unless Client agrees in writing to apply it toward a replacement event or event credit.

Any refund required under this Agreement will be **initiated by Fluffy Pops within fourteen (14) Business Days** after the amount of the refund has been determined and the applicable cancellation or service failure has been confirmed.

Fluffy Pops is not responsible for additional processing time imposed by a bank, card issuer, payment processor, or other financial institution after Fluffy Pops initiates the refund.

To the fullest extent permitted by applicable law, Fluffy Pops will not be responsible for consequential or other excluded damages resulting from inability to perform, subject to Section 24.

Circumstances constituting Force Majeure are additionally governed by Section 28.

28. FORCE MAJEURE

Neither Party will be considered in breach for failure or delay in performance caused by circumstances beyond that Party's reasonable control, including severe weather, natural disasters, fires, government orders, declared emergencies, venue closures, widespread utility failures, or comparable circumstances that make performance impossible, unlawful, or unsafe.

The Parties will communicate as soon as reasonably practical.

When feasible, Fluffy Pops and Client will attempt in good faith to reschedule the affected services or identify another reasonable solution.

Nothing in this Section expands Fluffy Pops' liability beyond the limitations established elsewhere in this Agreement to the extent permitted by applicable law.

29. PHOTOGRAPHY & MARKETING

Fluffy Pops may photograph or record its booth, displays, equipment, products, food presentation, decorations, and event setup for portfolio, website, social media, advertising, and legitimate business purposes.

This provision does **not** constitute blanket authorization for Fluffy Pops to commercially use identifiable photographs or recordings of Client, guests, or minors where separate permission is legally required.

For schools, youth organizations, private venues, or events with photography restrictions, Fluffy Pops will follow applicable policies communicated to Fluffy Pops.

Separate permission may be obtained when identifiable individuals will be featured in marketing materials where appropriate.

30. AUTHORITY TO SIGN FOR AN ORGANIZATION

If Client electronically accepts this Agreement on behalf of a company, school, nonprofit organization, government entity, venue, association, or other organization, the individual accepting represents that they have authority to enter into this Agreement on behalf of that organization.

The organization will be considered the Client where this Agreement is electronically accepted on its behalf by an authorized representative.

If an individual accepts in a personal capacity, that individual will be considered the Client.

31. ASSIGNMENT & THIRD-PARTY BENEFICIARIES

Client may not assign or transfer this Agreement, the booked event, or Client's contractual rights to another person or entity without Fluffy Pops' prior written approval.

Any attempted assignment or transfer in violation of this Section is void unless subsequently approved by Fluffy Pops in writing.

Fluffy Pops may use employees, contractors, or other authorized personnel to perform its obligations under this Agreement.

Except for Fluffy Pops and its owners, members, employees, contractors, and authorized representatives where expressly protected by this Agreement, this Agreement is intended solely for the benefit of Fluffy Pops and Client.

No guest, attendee, venue, vendor, or other third party acquires contractual rights or third-party beneficiary status solely by attending, participating in, or being associated with the event.

32. DISPUTES, GOVERNING LAW & ENFORCEMENT

This Agreement is governed by the laws of the **State of California**, without regard to conflict-of-law principles.

Before initiating formal legal proceedings concerning a dispute arising out of or relating to this Agreement, the complaining Party will provide written notice describing the dispute.

Fluffy Pops and Client will make a reasonable good-faith effort to resolve the dispute for up to **thirty (30) calendar days after receipt of the written dispute notice**.

If the dispute has not been resolved within that period, either Party may pursue available remedies, subject to the exclusive venue provision below and applicable law.

The Parties may mutually agree in writing to proceed earlier if informal resolution is unsuccessful.

Nothing in this Section prevents either Party from seeking urgent or emergency relief where waiting would materially prejudice a right or remedy, or from pursuing rights that cannot lawfully be restricted.

Exclusive Venue and Consent to Jurisdiction

Any action or proceeding arising out of or relating to this Agreement, the event, or the contracted services that is not resolved through the dispute-resolution process described above will be brought exclusively in the **state courts located in Alameda County, California**, or, where federal subject-matter jurisdiction exists, in the **federal court having jurisdiction over Alameda County, California**.

Each Party consents to the personal jurisdiction of those courts and waives any objection based on venue or inconvenient forum, to the fullest extent permitted by applicable law.

Attorneys' Fees & Costs

To the extent permitted by applicable law, in any action or proceeding **arising out of or relating to this Agreement, the event, or the contracted services**, the prevailing Party will be entitled to recover

reasonable attorneys' fees and recoverable costs to the extent authorized by applicable law and as determined by the court or other authorized decision-maker.

This provision is intended to apply mutually to Fluffy Pops and Client.

33. WRITTEN NOTICES, COMMUNICATIONS & MODIFICATIONS

Contractual cancellation notices must be sent to:

events@fluffypops.com

Cancellation notices are subject to the Business Day and receipt rules established in Section 8.

Other written communications under this Agreement may include email or other electronic written communication that reasonably identifies the Parties and subject matter.

Client is responsible for maintaining accurate contact information and promptly informing Fluffy Pops of material changes.

No verbal statement modifies this Agreement unless subsequently confirmed in writing by Fluffy Pops.

An exception, accommodation, refund, credit, or waiver granted by Fluffy Pops applies only to that particular circumstance and does not create a continuing waiver, precedent, or obligation.

34. SURVIVAL

Any provision that by its nature is intended to continue after completion, cancellation, expiration, or termination of the event or this Agreement will survive to the extent necessary to give that provision effect.

Without limitation, provisions concerning payment obligations, interest, collection costs, custom expenses, event credits, property damage, indemnification, limitation of liability, payment disputes and chargebacks, dispute resolution, attorneys' fees, governing law, enforcement, and other accrued rights or obligations will survive as applicable.

35. ENTIRE AGREEMENT, ELECTRONIC RECORDS & SEVERABILITY

This Agreement, together with the applicable electronic booking form, invoice, accepted quote, selected package, Event-Specific Terms, and accepted written modifications, constitutes the agreement between Fluffy Pops and Client concerning the booked services.

Event information and commercial terms entered into or displayed through Fluffy Pops' designated electronic booking process and accepted by Client are incorporated into this Agreement.

If an expressly accepted Event-Specific Term conflicts with a general provision of this Agreement, the Event-Specific Term controls for that event to the extent of the conflict.

Electronic Records and Acceptance

Client and Fluffy Pops agree that this Agreement may be entered into electronically.

Electronic acknowledgments, electronic signatures, affirmative acceptance checkboxes, online form submissions, and associated electronic records may be used to evidence Client's acceptance to the extent permitted by applicable law.

The applicable **version of this Agreement made available to Client at the time of electronic acceptance will govern that booking** unless subsequently modified by a written agreement accepted by the Parties.

Electronic records and electronically accepted copies may be treated as originals to the extent permitted by applicable law.

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain effective to the fullest extent permitted by applicable law.

36. CLIENT ACKNOWLEDGMENT & ELECTRONIC ACCEPTANCE

Client's electronic acceptance of this Agreement through Fluffy Pops' designated booking or acknowledgment process constitutes Client's acknowledgment that Client:

- Has been provided access to the applicable version of this Agreement before acceptance;
- Has reviewed the applicable event information and pricing;
- Understands when the reservation becomes confirmed;
- Understands the distinction between a Booking Deposit and a full-payment booking;
- Has reviewed the cancellation, refund, event-credit, and Rush Booking policies;

- Understands applicable guest-count and service-time limitations;
- Has reviewed the venue, setup, insurance, weather, food-safety, guest-responsibility, payment, dispute, and liability provisions;
- Has had an opportunity to review the Agreement and ask questions before acceptance; and
- Voluntarily agrees to be bound by this Event Service Agreement.

Client's affirmative electronic acknowledgment, electronic signature, and submission through Fluffy Pops' designated electronic system may constitute Client's signature and acceptance of this Agreement to the extent permitted by applicable law.

No separate physical signature page is required where Client completes the designated electronic acceptance process.

ELECTRONIC ACCEPTANCE RECORD

Fluffy Pops' designated electronic booking or acknowledgment process should identify or electronically record, as applicable:

Agreement: Fluffy Pops Event Service Agreement

Version: 1.0

Client Name: Electronically recorded

Client Email: Electronically recorded

Event Information: Electronically recorded

Agreement Acknowledgment: Electronically recorded

Electronic Signature: Electronically recorded

Submission Date/Time: Electronically recorded

SSDN Ventures LLC

Doing Business As Fluffy Pops

Contractual Cancellation Notice:

events@fluffypops.com

Agreement Version 1.0 | Effective August 2026