

Terms, Returns & Privacy Policy

Olvera's Cake Gallery
3361 W Florida Ave, Hemet, CA 92545

1. Agreement to Terms

By placing an order through our website, phone, in-store, or third-party platforms (including but not limited to DoorDash, Uber Eats, or Grubhub), you agree to the following Terms, Return Policy, and Privacy Policy.

We reserve the right to update these terms at any time without prior notice.

SECTION I – ORDER TERMS & CONDITIONS

2. Order Accuracy & Customer Responsibility

Customers are responsible for:

- Providing accurate order details (items, quantities, customizations, allergies, delivery info)
- Reviewing all information before submitting an order

We are **not responsible for errors** made by the customer, including incorrect selections or addresses.

3. Payment Policy

- Full payment is required at the time of order unless otherwise stated
- Orders are not processed until payment is confirmed
- Prices are subject to change without notice

4. Refunds & Cancellations

All sales are **final**.

We do not offer refunds or cancellations for:

- Custom or made-to-order items
- Orders already in preparation
- Dissatisfaction based on personal taste

Any exception is made **solely at our discretion**.

5. Pickup & Delivery

Customer Pickup

- Orders must be picked up at the scheduled time
- Once the order leaves our premises, responsibility transfers to the customer

Bakery Delivery (if applicable)

- Delivery times are estimates and not guaranteed
 - We are not liable for delays due to traffic, weather, or unforeseen circumstances
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6. Third-Party Delivery (DoorDash, Uber Eats, etc.)

For third-party orders:

- The delivery provider is fully responsible for delivery
- We are **not responsible** for:
 - Delays
 - Missing items after pickup
 - Damage during transit

All delivery-related issues must be handled through the third-party platform.

7. Product Handling & Risk Transfer

Our products are perishable.

We are not responsible for damage caused by:

- Improper handling
- Transportation
- Heat exposure or improper storage

All liability transfers once the product leaves our control.

8. Allergen Disclaimer

Our kitchen processes common allergens including:

- Nuts, dairy, eggs, wheat, soy

We do **not guarantee allergen-free products.**

Customers with allergies assume all risk.

9. Custom Orders

- Designs are created to the best of our interpretation
 - Final products may vary from inspiration images
 - By ordering, you accept reasonable artistic variation
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10. Force Majeure

We are not liable for failure to fulfill orders due to events beyond our control, including:

- Natural disasters
- Power outages
- Equipment failure
- Supply shortages

11. Limitation of Liability (General)

To the fullest extent permitted by California law:

- Liability is limited to the **amount paid for the order**
- We are not liable for indirect, incidental, or consequential damages

SECTION II – RETURN & EXCHANGE POLICY

12. No Returns

Due to the perishable nature of our products, **all sales are final** and we do not accept returns.

13. Exchanges & Store Credit (Limited)

Exchanges or store credit may be considered **only if**:

- Reported within **2 hours** of pickup or delivery
- Product is unused and in original condition
- Photo proof is provided

Valid claims must involve:

- Incorrect items made by our bakery
- Verified quality issues

Approval is **at our sole discretion**.

14. Third-Party Orders

For orders placed via DoorDash, Uber Eats, etc.:

- All refunds and claims must be handled through the platform
 - We are not responsible once the order is picked up
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15. Inspection Requirement

Customers must inspect orders upon receipt.

Failure to report issues within the required timeframe constitutes acceptance of the order.

16. Non-Refundable Items

The following are strictly non-refundable:

- Custom or personalized orders
 - Same-day orders
 - Discounted or promotional items
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17. Chargebacks

Filing a chargeback without contacting us first may result in:

- Refusal of future service
 - Dispute action with supporting documentation
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18. Limitation of Remedy

Any approved resolution is limited to:

- Replacement OR
- Store credit

We do not issue cash refunds unless required by law.

SECTION III – PRIVACY POLICY (CCPA COMPLIANT)

19. Information We Collect

We may collect:

- Name, phone number, email, address
 - Order details and purchase history
 - Payment info (processed via secure third parties)
 - Website usage data (IP address, browser)
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20. How We Use Information

We use your information to:

- Process orders
 - Communicate with you
 - Improve services
 - Prevent fraud
 - Comply with legal obligations
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21. Sharing Information

We do **not sell personal information**.

We may share data with:

- Payment processors
- Website providers
- Delivery partners

For third-party platforms (DoorDash, etc.), their privacy policies apply.

22. CCPA Rights (California Residents)

You have the right to:

- Request access to your personal data
- Request deletion (subject to legal exceptions)
- Request correction
- Non-discrimination for exercising your rights

To submit a request:

[Email Address] | [Phone Number]

23. Data Retention

We retain data as necessary to:

- Complete transactions
 - Comply with legal obligations
 - Resolve disputes
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24. Data Security Disclaimer

We use reasonable safeguards; however:

- No system is completely secure
 - We do not guarantee absolute security
 - Information is provided at your own risk
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25. Third-Party Services

We are not responsible for privacy or security practices of third parties, including:

- DoorDash
 - Uber Eats
 - Payment processors
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26. Children's Privacy

We do not knowingly collect data from children under 13.

27. Limitation of Privacy Liability

To the fullest extent permitted by law:

- We are not liable for data breaches beyond our control
 - We are not responsible for third-party actions
 - Use of services is at your own risk
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28. Updates to This Policy

We may update this policy at any time. Continued use of our services constitutes acceptance of changes.

29. Governing Law

This agreement is governed by the laws of the **State of California**, applicable in Riverside County.

30. Contact Information

Olvera's Cake Gallery

3361 W Florida Ave, Hemet, CA 92545

951-929-7393

oliverascakegallery1@gmail.com

Website: www.oliverascakegallery.com

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