

# **BELFOUR SPIRITS**

## **TERMS AND CONDITIONS**

### **Accessing Our Website**

The following terms and conditions (the “Terms and Conditions”) govern your use of the Belfour Spirits LLC website, <http://www.belfourspirits.com>, including without limitation, the home page, splash pages and all other pages under the same top level domain name, and all content thereon (the “Site”) as provided by Belfour Spirits LLC (“BELFOUR SPIRITS” or “We”).

BY USING THE SITE, YOU ACCEPT AND AGREE TO THESE TERMS AND CONDITIONS AS APPLIED TO YOUR ACCESS TO AND USE OF THE SITE AND THE PRIVACY POLICY THAT IS INCORPORATED BY REFERENCE.

These Terms and Conditions constitute a legally binding agreement between you and BELFOUR SPIRITS. Use of the Site constitutes your acceptance to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, you may not access or otherwise use the Site. Please exit this webpage if you choose not to accept these Terms and Conditions. We may change the Terms and Conditions and any Services provided on the Site from time to time without notice to you, by posting such changes on the Site. If you disagree with any changes to these Terms and Conditions, you must discontinue your use of the Site. By using the Site following any modifications to the Terms and Conditions, you agree to be bound by any such modifications to the Terms and Conditions. We reserve the right to withdraw, amend, suspend or terminate indefinitely the services We provide on our Site without notice. We will not be liable if for any reason our Site is unavailable at any time or for any period.

### **User Information**

In the course of your use of the Site, you may be asked to provide certain information to BELFOUR SPIRITS, or We may collect such information from you (the “User Information”). BELFOUR SPIRITS’s procedures in relation to the collection, storage and use of User Information is set forth in the Privacy Policy which can be accessed at the following link: [www.belfourspirits.com/site/default/files/Belfour%20Privacy%20Policy.pdf](http://www.belfourspirits.com/site/default/files/Belfour%20Privacy%20Policy.pdf) and such Privacy Policy is hereby incorporated into these Terms and Conditions. You acknowledge and agree that you are solely responsible for the accuracy and content of any User Information. If you provide User Information, you agree to (i) provide true, accurate, current and complete information about yourself as prompted; and (ii) maintain and update your information to keep it true, accurate, current, and complete.

You are responsible for making all arrangements necessary for you to have access to our Site. You are also responsible for ensuring that all persons who access our Site through your Internet connection are aware of these terms, and that they comply with them. If you choose, or you are provided with, a user identification code, password or any other piece of information as part of a registration scheme or a security procedure, you must treat such information as confidential, and you must not disclose it to any third party. We will not be responsible or liable, directly or indirectly, in any way for any loss or damage of any kind incurred as a result of, or in connection with, your failure to comply with this section of these terms of use. We have the right to disable

any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these terms of use. From time to time, We may restrict access to some parts of our Site, or our entire site, to users who have registered with us.

### **Age Requirement for Use of Site**

The Site is intended only for the use and enjoyment of persons who are of legal age to consume and purchase beverage alcohol (21 years old in the United States of America). You should be of legal drinking age or older to access or otherwise use the Site and related services, and to participate in the programs offered thereon.

### **User Conduct**

You agree to access and use the Site in accordance with all applicable laws and regulations, including, without limitation, state and federal laws and regulations. You agree not to use this Site for any illegal or wrongful purposes. You warrant and agree that, while using the Site, you shall not upload, post or transmit to or distribute or otherwise publish through the Site any materials that: (a) are protected by copyright, or other proprietary or intellectual property right, or derivative works with respect thereto, except as provided herein or without first obtaining permission from us or the copyright owner; (b) are unlawful, threatening, harassing, profane, tortuous, defamatory, vulgar, obscene, libelous, deceptive, fraudulent, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), invasive of another's privacy, or hateful, (c) encourage, condone, promote or suggest under-age, excessive or irresponsible consumption of alcoholic beverages, (d) restrict or inhibit any other user from using and enjoying the Site, (e) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability, or (f) contain a virus or other malicious or technologically harmful component, advertising of any kind, or false or misleading indications of origin or statements of fact. You also warrant and agree that you shall not: (a) impersonate, or misrepresent any information about yourself and/or your affiliation with any other person or entity; (b) upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or other material obtained through the Site for commercial purposes (other than as expressly permitted by the provider of such information or other material); (c) engage in spamming or flooding; or (d) attempt to gain unauthorized access to other computer systems through the Site.

Except as otherwise expressly permitted herein, you may not upload, post, publish, reproduce, transmit or distribute in any way any component of the Site itself or derivative works with respect thereto, as the Site is protected under copyright laws.

We have no obligation to monitor any content on or through the Site and We assume no such obligation. You acknowledge and agree, however, that We do retain the right to monitor the Site and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the Site properly, or to protect ourselves or our users. We will not intentionally monitor or disclose any private e-mail message unless required by law. We reserve the right to refuse to post or to remove any information or materials, in whole or in

part, that, in our sole discretion, are unacceptable, undesirable, inappropriate or in violation of these Terms and Conditions.

### **Information About You and Your Visits to Our Site and Our Events**

Your privacy is important to us. We process information about you in accordance with our [www.belfourspirits.com/site/default/files/Belfour%20Privacy%20Policy.pdf](http://www.belfourspirits.com/site/default/files/Belfour%20Privacy%20Policy.pdf). By using our Site, you consent to such processing and you warrant that all data provided by you is accurate.

BELFOUR SPIRITS may organize events in your country. We reserve the right to collect still and moving images at those events and to publish them on this Site and other websites operated by us for information purposes about our brands' marketing activities. By accepting to be our guest at any such event, you also consent to being photographed and filmed during your attendance and grant us the right to publish your images on this Site and other websites for editorial purposes throughout the world in perpetuity without limitations and without any compensation. If your image is published on this Site or any of our websites and you disagree with its use, please ask us to remove it by writing to our media contact at [ecornelius@belfourspirits.com](mailto:ecornelius@belfourspirits.com).

### **Malicious Code/ Hacking**

You must not misuse our Site by knowingly introducing any Malicious Code. You must not attempt to gain unauthorized access to our Site, the server on which our Site is stored, or any server, computer or database connected to our Site. You must not attack our Site via a denial-of-service attack or a distributed denial-of service attack.

We will report any such activity by you to the relevant law enforcement authorities and We will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack or Malicious Code that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Site or to your downloading of any material posted on it, or on any website linked to it.

### **Proprietary Rights**

You acknowledge that (a) the Site contains proprietary and confidential information that is protected by applicable intellectual property and other laws, and (b) BELFOUR SPIRITS and/or third parties own all right, title and interest in and to the Site and any software provided through or in conjunction with the Site, including without limitation all Intellectual Property Rights therein and thereto. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. You agree that you will not, and will not allow any third party to, (a) copy, sell, rent, lease, license, sublicense, distribute, transfer, modify, adapt, translate, prepare derivative works from,

decompile, assign, reverse engineer, disassemble, modify, loan, export or otherwise attempt to derive source code, technology or other materials from the Site; (b) take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management functionality) contained in the Site; (c) use the Site to access, copy, transfer, transcode or retransmit content in violation of any law or third party rights; or (d) remove, obscure, or alter BELFOUR SPIRITS or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within or accessed in conjunction with or through the Site.

You should assume that all trademarks, logos, designs, slogans, and trade dress appearing on the Site, whether or not appearing in large print, italics, or with the trademark symbol, are owned by BELFOUR SPIRITS, its sponsors, exhibitors, members or are used under license, by permission, or otherwise lawfully. The Site may also contain or reference patents, proprietary information, technologies, products, processes, or other proprietary rights of BELFOUR SPIRITS and/or other parties. No license to, or right in, any such trademarks, logos, designs, slogans, trade dress, patents, trade secrets, technologies, products, processes, or other proprietary rights of BELFOUR SPIRITS and/or other parties is granted to, or conferred upon, you.

We hereby grant to you a limited, nonexclusive, nontransferable license to access and use the Site solely for your personal and noncommercial purposes. The license granted to you shall automatically terminate if you do not comply with any aspect of these Terms and Conditions. For clarity, use of the Site does not grant to you a license to any content, features or materials you may access on the Site. You may not, distribute, modify, transmit, reuse, repost, or use the content of the Site, including text, images, audio, or video content, for public or commercial purposes. You should assume that everything you see or read on the Site is copyrighted and may not be used, except as expressly provided in these Terms and Conditions or in the text on the Site, without the written permission of BELFOUR SPIRITS. BELFOUR SPIRITS neither warrants nor represents that your use of materials displayed on the Site will not infringe rights of third parties not owned by, or affiliated with, BELFOUR SPIRITS or applicable law.

You may not use, download, or export the Site in violation of any applicable laws or regulations. You may not use the Site in any manner that could damage, disable, overburden, or impair BELFOUR SPIRITS's servers or networks, or interfere with any other party's use and enjoyment of the Site. BELFOUR SPIRITS may take any legal and technical remedies to prevent the violation of this provision and to enforce these Terms and Conditions.

### **Links from and to the Site**

This Site may contain information or content brought to you by third parties or through links to other internet websites ("Linked Sites"). We do not control nor assume any responsibility for the information provided by third parties or the content of other Internet websites to which links are provided. Links to Linked Sites do not constitute an endorsement by or association with BELFOUR SPIRITS of such sites or the content, products, advertising or other materials presented on such sites. You acknowledge and agree that We shall not be liable, directly or indirectly, for any damage or loss relating to or arising out of your use of or reliance on such information or other content or for the practices of any non-BELFOUR SPIRITS site or resource

operator, including with respect to the protection of personally identifiable information or goods or services available on such Linked Sites.

### **Disclaimer of Representations and Warranties**

THE SITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, FUNCTIONS AND MATERIALS (INCLUDING ANY SERVICES) PRESENTED HEREIN IS PROVIDED “AS IS,” WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER IMPLIED, EXPRESS OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, CURRENCY, SECURITY, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION, OR THAT MIGHT OTHERWISE ARISE FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BELFOUR SPIRITS DOES NOT WARRANT THAT THE SITE OR THE FUNCTIONS, FEATURES OR CONTENT CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. BELFOUR SPIRITS MAKES NO WARRANTY THAT THE SITE WILL MEET USERS' REQUIREMENTS. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL OR DATA OBTAINED THROUGH USE OF THE SITE IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT OR MATERIAL. YOU HEREBY EXPRESSLY ASSUME THE RISK OF ANY UNAUTHORIZED DISCLOSURE OR INTENTIONAL INTRUSION OF YOUR PERSONAL INFORMATION OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH THE USE OF THE SITE.

No advice, results or information, whether oral or written, obtained by you from BELFOUR SPIRITS or through the Site shall create any warranty not expressly made herein. If you are dissatisfied with the Site for any reason, your sole remedy is to discontinue using the Site.

### **Limitation of Liability**

BELFOUR SPIRITS AND ITS OFFICERS, AFFILIATES EMPLOYEES, AGENTS, MEMBERS, SPONSORS, EXHIBITORS, AND CONTENT AND SERVICE PROVIDERS (THE “BELFOUR SPIRITS PARTIES”) DISCLAIM ALL LIABILITY FOR ANY DAMAGES, NO MATTER THEIR ALLEGED CAUSE NOR THEORY OF LIABILITY ON WHICH THEY ARE BASED, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA OR BUSINESS OPERATION. IN NO INSTANCE SHALL ANY OF THE BELFOUR SPIRITS PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR OTHER SIMILAR DAMAGES WHATSOEVER, IN CONNECTION WITH YOUR USE OF (OR INABILITY TO USE) THE SITE OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO (INCLUDING THE SERVICES), INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, EVEN IF ANY OF THE BELFOUR SPIRITS PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR

EXCLUSIVE REMEDY FOR ANY DISPUTE ABOUT YOUR USE OF THE SITE OR ITS CONTENTS OR THE SERVICES IS LIMITED TO YOUR RIGHT TO STOP USING THE SITE.

IN NO EVENT SHALL ANY OF THE BELFOUR SPIRITS PARTIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF ANY USER OR OTHER PERSON ON OR THROUGH THE SITE OR SERVICES. IN NO EVENT SHALL THE TOTAL LIABILITY OF THE BELFOUR SPIRITS PARTIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THE TERMS AND CONDITIONS OR YOUR USE OF THE SITE EXCEED, IN THE AGGREGATE (\$100.00) U.S. DOLLARS. IF THE LAWS OF ANY JURISDICTION DO NOT ALLOW A COMPLETE EXCLUSION OR LIMITATION OF SUCH DAMAGES, SUCH DISALLOWANCE SHALL BE APPLIED ONLY TO THE MINIMUM EXTENT REQUIRED BY APPLICABLE LAW.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Site, Services or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred.

### **Indemnification**

You agree to indemnify, defend and hold harmless BELFOUR SPIRITS Parties in respect of all losses, liabilities, costs, claims, damages, and demands (including reasonable attorneys' fees) arising out of or relating to your use of the Site or Services, including the content on the Site, or any other associated programs (including any user-generated content you post or submit to the Site), your breach of any aspect of these Terms and Conditions or your violation or misappropriation of any rights of another in connection with the Site or Services.

### **Applicable Law**

The Terms and Conditions and the relationship between you and BELFOUR SPIRITS shall be governed by the laws of the State of Texas without regard to conflict of law provisions.

### **Miscellaneous**

Any provisions of these Terms and Conditions that by their terms or nature survive after you cease using the Site or decide to no longer be a registered user, as well as the provisions of these Terms and Conditions concerning consent to collection and use of data, disclaimers of warranties, limitation of liability, indemnities, proprietary rights, dispute resolution, survival, and interpretation of these Terms and Conditions shall remain in effect after you cease using the Site or decide to no longer be a registered user.

You may not assign or transfer your rights or obligations under these Terms and Conditions without the prior written consent of BELFOUR SPIRITS. We may assign these Terms and Conditions to a subsidiary, affiliate or successor to all or a substantial part of its business and assets without your consent. Subject to the foregoing, these Terms and Conditions will inure to

the benefit of and be binding upon the successors and permitted assigns of User and BELFOUR SPIRITS.

If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, User and BELFOUR SPIRITS nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions remain in full force and effect.

The failure of BELFOUR SPIRITS to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision.

Section headings in these Terms and Conditions are used solely for the convenience of the parties and have no legal or contractual significance.

### **Entire Agreement**

These terms of use, including our [www.belfourspirits.com/site/default/files/Belfour%20Privacy%20Policy.pdf](http://www.belfourspirits.com/site/default/files/Belfour%20Privacy%20Policy.pdf) constitute the entire agreement between you and us in relation to your use of our Site. To the extent that software or other downloadable technology is expressly made available to you through the Site, such software may be subject to a license agreement that is distributed or included with such software and you agree to abide by the terms and conditions of any such license agreements. If any provision of these terms of use is found by a court of competent jurisdiction to be unenforceable or invalid, the parties nevertheless agree that the court should give effect to the parties' intentions as reflected in the provision, and the other provisions shall remain in full force and effect.

### **Contact Us**

Should you have any questions regarding this Site or the terms and conditions of its use, please contact us at [ecornelius@belfourspirits.com](mailto:ecornelius@belfourspirits.com).

If you agree to be legally bound by these Terms and Conditions when you use this Site, click the 'I Agree with all Terms and Conditions and Privacy Policy' box. If you do not agree, please exit this Site.