

## KNOBEL SPIRITS: TERMS AND CONDITIONS OF USE OF OUR SITE

**Last Modified: October 10, 2021**

Welcome to Knobel Spirits! Please read these Terms and Conditions of Use (these “**Terms**”) carefully before accessing or using our website. The following Terms govern your access to and use of the Knobel Spirits’ website located at <https://www.knobelspirits.com/> (including without limitation the home page and, except as otherwise expressly stated in these Terms, all other pages under the same top level domain name, as well as any mobile version of the website), and any other Knobel Spirits communications and properties that reference these Terms (collectively, the, or our, “**Site**”). By visiting or accessing any part of our Site, you agree to be legally bound by these Terms and accept the terms of our Privacy Policy, and you agree to be bound by any other terms and conditions referenced herein and/or available by hyperlink directly or indirectly through these Terms or that otherwise reference these Terms, all of which together constitute our agreement with you (this “**Agreement**”). This Agreement applies to all users of the Site, including without limitation users who are browsers, vendors, or customers.

As used in this Agreement, the terms “**Knobel Spirits**”, “**we**”, “**us**” and “**our**” refer to Knobel Spirits, LLC and “**you**” means the user (if using our Site as an individual), or the business employing the user (if using our Site for the benefit of a business).

**THESE TERMS CONTAIN VARIOUS LIMITATIONS AND EXCLUSIONS OF LIABILITY IN SECTION 12 AND AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER IN SECTION 14.**

**BY AGREEING TO THESE TERMS, YOU AGREE TO RESOLVE ALL DISPUTES THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTES DECIDED BY A JUDGE OR JURY, AND THAT YOU WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS.**

**IF YOU DO NOT AGREE TO THESE TERMS OR OUR PRIVACY POLICY OR OTHER TERMS INCORPORATED BY REFERENCE, YOU ARE NOT PERMITTED TO ACCESS OR USE THE SITE.**

### **1. MODIFICATION OF TERMS.**

If you do not agree to all of the terms of this Agreement, then please exit the Site. Any new features that are added to the Site shall also be subject to this Agreement. You can review the most current version of these Terms at any time on this page. We reserve the right, at our sole discretion, to update, add, remove, or otherwise change any portion of this Agreement at any time by posting notice of such changes on the Site or otherwise by providing you with adequate notice, such as by emailing you at the email address you provided to us. It is your responsibility to check this page periodically for changes. By using the Site following the posting of any changes, you agree to be bound by any such changes. If the changes are not acceptable to you, your only recourse is to cease using our Site.

**2. INTENDED USE OF OUR SITE.** The Site is intended for personal, non-commercial use by you or any third party. You may not distribute, modify, transmit, reuse, repost, or use the content of the Site, including text, images, audio, or video content, for commercial purposes, except with the prior express written permission of Knobel Spirits or as otherwise expressly stated on the Site.

- a. No Use of the Site for Under-Aged Persons. You must be 21 years of age or older to use the Site. If you use the Site, you represent and warrant that you are at least 21 years of age and that the

recipient of any alcoholic beverage purchase you make through the Site is at least 21 years of age. In no event shall you use the Site, nor make a purchase or purchase a gift for someone else if you are under the age of 21, nor may you do any of the foregoing activities for the benefit, or on behalf of any person under the age of 21.

- b. Site Directed at United States Visitors. The Site is targeted at and intended for visitors residing in the United States. Given the global nature of the internet, however, the Site may be accessed by visitors residing outside of the United States. We make no representations or warranties that the Site is appropriate or available for use in countries outside of the United States. Visitors who choose to access the Site from outside of the United States do so at their own initiative and are responsible for compliance with any and all local laws and regulations that may apply to such access.

### **3. OUR PRODUCTS.**

- a. Drink Responsibly. Please drink responsibly and with moderation. Knobel Spirits does not encourage the abuse of alcoholic beverages. Please do not drink and drive or operate other vehicles or dangerous equipment. If you need transportation, use a designated driver, taxi, or ride sharing service.
- b. Product Purchases. The Site may offer you the opportunity to purchase one or more of our products. A third-party vendor hosts our online store and provides us with the online e-commerce platform that allows you to purchase our products. Your use of the e-commerce platform is subject to the terms and conditions of our e-commerce vendor, as further described in Section 15 of these Terms. When you make a purchase of our products through the Site, you are not making a purchase from Knobel Spirits. Rather, you are purchasing our products from a retailer, as described in our e-commerce vendor's terms. The terms and conditions and privacy policy of the third-party vendor that currently hosts our online e-commerce platform, Speakeasy Company, are located at <https://www.speakeasyco.com/>. You agree that we are entitled to rely on and enforce the terms of our e-commerce vendor in connection with any purchases of our products that you may make.
- c. Delivery. You are fully responsible for ensuring that the purchase, transportation, and delivery to your designated address of any products you may purchase through the Site complies with all local and state laws. Further, you are responsible for obtaining any required permits, authorizations, or approvals to purchase and accept delivery of any products you purchase and for paying any required fees. You acknowledge and agree that your purchase of products through the Site is for personal consumption and not for resale, except as you and we otherwise agree in writing.
- d. Discounts and Promotions. From time to time we will share current information about our product promotions, sales, or discount code offers. We will typically share these updates on our Site, via our social media accounts, and, subject to our Privacy Policy, via email to individuals we think would be interested in knowing about them.

- e. Price or Description Errors. Occasionally there may be information on the Site that contains typographical errors, inaccuracies or omissions, including but not limited to those that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information if any information on the Site is inaccurate at any time without prior notice (including after you have submitted an order). We undertake no obligation to update, amend or clarify information on the Site, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Site should be taken to indicate that all information on the Site has been modified or updated.

#### **4. PRIVACY; ACCOUNT SECURITY.**

- a. Your submission of information through the Site is governed by these Terms and our Privacy Policy, located at <http://www.knobelspirits.com/privacy-policy>. You represent and warrant that any information you provide in connection with the Site is and will remain accurate and complete, and that you will maintain and update such information as needed.
- b. You may need to create an account with a username and password to access certain portions of the Site or to use our e-commerce vendor's platform to make purchases. By creating an account, you represent and warrant that the information you provide is accurate and complete. You are responsible for maintaining the confidentiality of your account passwords, and you are solely responsible for all purchases and other activities that occur under your account. We reserve the right to require you to change your password if we believe your account is no longer secure. Accounts you create to make purchases through our e-commerce vendor's platform may be controlled by our e-commerce vendor, rather than Nobel Spirits.

#### **5. USER CONDUCT.**

- a. You agree not to use the Site or any Site content:
- For any unlawful or wrongful purpose or in violation of any applicable international, federal, provincial or state laws, regulations, rules or local ordinances;
  - To infringe upon or violate our Intellectual Property Rights (as defined below) or those of others;
  - To impersonate, or misrepresent any information about yourself and/or your affiliation with any other person or entity;
  - To upload or transmit viruses, worms, Trojan horses, time bombs, spyware or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Site or of any related website, other websites, hardware, software or equipment, or the Internet;
  - To spam, phish, pharm, pretext, spider, crawl, or scrape or in any way systematically download content from our Site or reproduce or circumvent the navigational structure or presentation of the Site, without our express prior written consent;
  - To collect or track the personal information of others;

- To interfere with or circumvent the security features of the Site or any related website, other website, or the Internet;
- In any manner that could damage, disable, overburden, or impair Knobel Spirits' or its service partners' servers or networks, or interfere with any other party's use and enjoyment of the Site, including without limitation via denial-of-service or similar attacks;
- To attempt to gain unauthorized access to our Site, the server on which our Site is stored, or any other server, computer or database;
- To modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site except to the extent any such restriction is not permitted by applicable law; or
- In any manner that removes or obscures any copyright, trademark or other proprietary rights notices from the Site or from materials originating from the Site.

You understand and agree that we may use any legal and technical remedies to prevent the violation of the above provisions or otherwise to enforce this Agreement.

- b. We reserve the right to remove any information or other content, in whole or in part, that may be posted to our Site and that we find, in our sole discretion, to be unacceptable, undesirable, inappropriate, or in violation of this Agreement. We do not hereby assume any duty to monitor our Site for any such content. We reserve the right to investigate complaints we may receive in connection with your use of the Site. Without limiting the generality of the foregoing, we may report any suspected illegal activity to law enforcement officials and regulatory bodies, and in doing so, may disclose any relevant information to such officials and/or regulators, including, without limitation, your personally identifiable information, IP address(es), and your Site usage history as provided in our Privacy Policy. You understand and agree that we may comply and cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone that has posted information or materials to, or otherwise used, our Site.

**6. LINKS TO OTHER SITES.** Although the Site may contain links to other websites, Knobel Spirits is not, directly, or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any third party advertising, content or other materials accessible on any third party websites so linked, unless specifically stated therein. Knobel Spirits is not responsible for any terms of use or privacy policies applicable to such websites, or how any such websites or third party may treat, handle or share your information. Your use of third party websites is at your own risk.

**7. MIKE ROWE AND NO AFFILIATION OR SPONSORSHIP BY OTHERS.** Mike Rowe may be referenced on the Site, on our products and/or in marketing, advertising and promotional materials relating to our products, including the Promotions (as defined below). Any reference to Mike Rowe's current or previous shows or other ventures (collectively, "**MR Ventures**") does not imply any relationship or endorsement of the Site or our products or Promotions by any network or other third party involved in such MR Ventures. Without limiting the generality of the foregoing, Knobel Spirits is in no way related to, connected to, or controlled by Discovery Communications, LLC or its subsidiaries (collectively, "**Discovery**"). Further, our Site, products, and Promotions are neither authorized, endorsed, sponsored, controlled, serviced, nor managed by, nor are they related to, Discovery in any way.

**8. USER FEEDBACK.** Unless specifically requested, we do not solicit nor wish to receive any confidential, secret, or proprietary information or other material from you through the Site, by email, or in any other way. Any unsolicited information or material submitted or sent to Knobel Spirits will not be deemed to be confidential or secret. Without limiting the above, any feedback, suggestions, testimonials, reviews, questions, comments, ideas, notes, concepts, and other similar information relating to us, our products, or the Site that you provide to us in any form or media, including photos or videos (collectively, “**Feedback**”) will be considered non-confidential and non-proprietary to you. For the avoidance of any doubt, you hereby grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish such Feedback for any purpose, without compensation to you. However, we are not obligated to (a) use your Feedback in any way; (b) to maintain any Feedback in confidence; (c) pay compensation for any Feedback; or (d) respond to any Feedback. The term “Feedback” does not include any personally identifiable information, such as your name, e-mail address, physical address, phone number(s), and credit card information that you may provide to us, provided that we may use and publish your name and/or geographic location alongside your review or testimonial if you provide that information to us. Knobel Spirits may remove any Feedback or other content on our Site or social media accounts at any time in our sole discretion and without notice to you, subject to applicable consumer protection and other laws.

**9. CHANGES TO OUR SITE.** We reserve the right to suspend, discontinue, update, or otherwise change all or any portion of our Site for you or any or all other users, at any time, for any reason. We will not be liable to you for the effect that any such changes or other actions may have on you.

**10. TERMINATION.** Knobel Spirits has the right, at its sole discretion and without prior notice, to suspend, disable, or otherwise terminate your access to our Site or any portion thereof, without cause, and you agree that we will have no liability to you if we do. If we disable your access, you will not be able to reestablish access without our permission. We are under no obligation to continue to support our Site in any way or to provide you with updates or error corrections. Your rights under these Terms will terminate immediately and automatically, with or without notice in our sole discretion, if we cease to support our Site.

**11. OUR INTELLECTUAL PROPERTY RIGHTS.** All content on the Site, including text, hidden text within our source code, software, photos, video, graphics, music and sound, is subject to protection by Intellectual Property Rights. You acknowledge that Knobel Spirits and its licensors (excluding you) own all right, title and interest in and to 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. Without limiting the foregoing, you acknowledge that the entire content of the Site is copyrighted as a collective work under the United States copyright laws, and that we own the copyright in the selection, coordination, arrangement and enhancement of such content. Neither title nor Intellectual Property Rights are transferred to you by use of or access to the Site, and all rights not expressly granted are reserved by us. You acknowledge and agree that you do not acquire any ownership rights by downloading or printing any materials contained in or distributed through the Site.

You agree that you will not copy or allow any third party to copy, reproduce, distribute, republish, upload, post, transmit, modify, adapt, prepare derivative works from, decompile, reverse engineer, disassemble,

modify, export or otherwise attempt to derive source code, technology, or any other material from the Site in any way without the our prior written consent or to the extent any such restriction is not permitted by applicable law.

All trademarks, trade names, service marks or logos appearing on the Site are the property of their respective owners, including, in some instances, us and/or our licensors. Specifically, the name “KNOBEL” and any other Knobel Spirits marks, slogans, logos and designs used in connection with our Site are trademarks, service marks or trade dress of Knobel Spirits and/or its affiliates, subsidiaries, parent, or related companies in the US and other countries. No license to, or right in, any such trademarks, logos, designs, slogans, trade dress, or other proprietary rights of Knobel Spirits and/or other parties is granted to, or conferred upon, you. You may not use our trademarks or any other Intellectual Property Rights of Knobel Spirits except with our prior written consent or to the extent any such restriction is not permitted by applicable law. You may not use our trademarks on products that are not our products or in any other manner that is potentially confusing.

Knobel Spirits reserves the right to enforce its Intellectual Property Rights to the fullest extent permitted by law, including seeking monetary damages, civil penalties and criminal prosecution.

## **12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.**

- a. DISCLAIMER. YOU UNDERSTAND THAT OUR SITE AND PRODUCTS ARE PROVIDED BY US “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, ARISING THROUGH COURSE OF PERFORMANCE, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ANY AND ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED OR STATUTORY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT: (I) THE SITE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) THE SITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) OUR PRODUCTS OR THE RESULTS OF USING THE SITE WILL MEET YOUR EXPECTATIONS. WE DO NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING ANY THIRD PARTY SERVICES OR REGARDING THE CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, OR RELIABILITY OF THE SITE. WE DISCLAIM ALL EQUITABLE INDEMNITIES. YOU USE OUR SITE AND PRODUCTS AND ANY THIRD PARTY SERVICES SOLELY AT YOUR OWN RISK.
  
- b. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL KNOBEL SPIRITS OR OUR PARENTS, SUBSIDIARIES, AFFILIATES, OR OTHER RELATED COMPANIES, OR OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS (COLLECTIVELY, THE “**KNOBEL PARTIES**”) BE LIABLE TO YOU FOR ANY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION), WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH: (I) THE PRODUCTS ADVERTISED, SOLD OR MARKETED IN CONNECTION WITH THE SITE, INCLUDING YOUR PURCHASE, SALE, DELIVERY, USE, OR CONSUMPTION OF ANY OF OUR PRODUCTS, (II) THE SITE OR (III) THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, ANY

ERRORS OR OMISSIONS IN ANY SITE CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE CONSUMPTION OR USE OF ANY OF OUR PRODUCTS, THE SITE, OR SITE CONTENT, EVEN IF ADVISED OF THEIR POSSIBILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL THE KNOBEL PARTIES' AGGREGATE LIABILITY FOR ANY DAMAGES EXCEED ONE HUNDRED US DOLLARS (US \$100.00). NO CLAIM OR ACTION ARISING FROM OR CONCERNING OUR SITE OR OTHERWISE HEREUNDER MAY BE BROUGHT LATER THAN ONE (1) YEAR FROM THE DATE THE CLAIM OR CAUSE OF ACTION AROSE.

- c. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR OTHER EXCLUSIONS, LIMITATIONS, OR DISCLAIMER OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

**13. INDEMNIFICATION.** Except to the extent prohibited by law, you agree to indemnify, defend, release, and hold harmless the Knobel Parties from any claims, demands, actions, suits, liabilities, losses, costs, penalties, fines, and settlements (including reasonable attorneys' and experts' fees and costs) arising out of or relating to: (a) your use of, or activities in connection with, the Site; (b) your breach of this Agreement; or (c) your violation of any law or the rights of a third party.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

**14. GOVERNING LAW; DISPUTE RESOLUTION.**

- a. This Agreement and all claims related thereto are and shall be governed and construed in accordance with the laws of the State of California, excluding its conflicts of law rules. All activity in connection with the Site (including, but not limited to, accessing pages, downloading materials, etc.) is presumed to occur in the State of California.

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.**

- b. You hereby agree that any claim or dispute between you and Knobel Spirits, whether brought by you or by Knobel Spirits, arising out of or relating in any way to this Agreement, your use of our Site or any of our content, or other aspect of the Site, must be resolved through final, binding arbitration, except that either you or we may assert claims in small claims court if those claims qualify under applicable law. In addition, either you or we have the option to bring claims in court to enjoin infringement or other violation of Intellectual Property Rights without seeking damages. This arbitration obligation applies regardless of whether the claim or dispute involves a warranty, tort, fraud, misrepresentation, product liability, negligence, violation of a statute, or any other legal theory. Unless you opt-out of arbitration as set forth below, the arbitrator, and not any federal, state or local court, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this arbitration provision, including any claim that all or any part of this arbitration provision is void or voidable. There is no

judge or jury in arbitration, the arbitration will be subject to different rules than the rules that would apply in court, and court review of arbitration awards is very limited. However, an arbitrator can award on an individual basis the same damages and other relief as a court (including injunctive and declaratory relief and statutory damages), and must follow this Agreement, as a court would.

- c. All arbitrations under this Agreement shall be conducted on an individual, and not on a class-wide, basis, and an arbitrator shall have no authority to certify a class or award class-wide relief. The arbitrator is authorized only to award relief on behalf of the individual parties and only to their extent of their individual claims. You acknowledge and agree that unless otherwise agreed in writing by you and Knobel Spirits, with regard to any claims hereunder, you may not seek to, and an arbitrator or court may not, join or consolidate your claims with any other similar claims. You agree you will not proceed in any court or arbitration proceedings as a representative of others (including in the capacity of a private attorney general), join in any court or arbitration proceedings brought by any other person, and understand that you may not be included as a member of any class that may be certified by a court or arbitrator. Your waivers of your rights to bring or participate in court proceedings and as a representative or member of a class applies specifically, but is not limited to, claims brought under California's Unfair Competition Law, False Advertising Act and its Consumer Legal Remedies Act, Ohio's Unfair and Deceptive Trade Practices Act and any other state consumer protection laws.
- d. Before commencing any arbitration proceedings under this Agreement, a party must first send to the other a written notice of dispute ("**Notice**"). Your Notice to Knobel Spirits must be sent to: Knobel Spirits, LLC, 907 Westwood Blvd. #206, Los Angeles, CA 90024. If a party's claim is not resolved within sixty (60) days of delivery of the applicable Notice, you or we may commence arbitration proceedings in accordance with this Agreement. The arbitration of any claim or dispute hereunder (including whether a valid arbitration agreement exists and whether it covers the dispute) shall be conducted by a single, neutral arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or its successor ("**AAA**") or, if you are an individual, the AAA's Consumer Arbitration Rules, which are available by calling the AAA, at 1-800-778-7879, or by visiting its website at [www.adr.org](http://www.adr.org). If those rules conflict with any portion of this Agreement, this Agreement shall control. The arbitrator shall apply the law of the State of California as stated above, except that the interpretation and enforcement of this arbitration provision shall be governed by the Federal Arbitration Act. The arbitration of any claims or disputes hereunder shall be conducted in Los Angeles, California, except that if you are an individual the arbitration may be conducted in the county or parish of your primary residence. You or we also may choose to have the arbitration conducted by telephone, based on written submissions, or in person at another mutually agreed location. Payment of all filing, administration, and arbitrator fees will be governed by AAA's rules. The award of the arbitrator may be entered as a judgment in any court of competent jurisdiction.
- e. YOU AND WE SPECIFICALLY ACKNOWLEDGE AND AGREE THAT EACH OF US EXPRESSLY WAIVES THE RIGHT TO BRING A LAWSUIT IN COURT BASED ON ANY CLAIMS OR DISPUTES DESCRIBED IN SECTION 14(B) ABOVE, AND THAT YOU AND WE EXPRESSLY WAIVE THE RIGHT TO HAVE SUCH CLAIMS OR DISPUTES RESOLVED BY A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION. AS SUCH, YOU AND WE HEREBY AGREE TO RESOLVE ANY AND ALL CLAIMS DESCRIBED IN SECTION 14(B) ABOVE VIA INDIVIDUAL BINDING ARBITRATION PER THE TERMS AND CONDITIONS SET FORTH IN SECTIONS 14(C) AND 14(D) ABOVE.

- f. Each party shall pay its own fees and costs of its own attorneys, experts and witnesses incurred in connection with any arbitration or court proceeding between the parties, notwithstanding any provision awarding attorneys' fees to a prevailing party that may be a part of any statute under which you or we may bring a claim.
- g. You may opt-out of Sections 14(b)-(e) by sending a notice ("**Rejection Notice**") to Knobel Spirits no later than sixty (60) days after your first consent to this Agreement or to any subsequent revisions to this Section 14. If you opt out of a subsequent revision, you will remain bound by the prior version of this Section unless you previously opted out of that version. You must mail the Rejection Notice by certified mail return receipt requested or messenger service (*e.g.* Federal Express) to Knobel Spirits, LLC, 907 Westwood Blvd. #206, Los Angeles, CA 90024. In the event of any dispute concerning whether you provided a Rejection Notice within sixty (60) days, you must provide a signed receipt confirming Knobel Spirits received the Rejection Notice within sixty (60) days. You may opt out of this Agreement in its entirety by not using the Site.
- h. To the extent that a dispute is not subject to arbitration under this Section 14, such dispute must be resolved exclusively through an action brought in the appropriate state or federal court located in Los Angeles, California and both parties irrevocably consent to the jurisdiction and venue of such courts for the adjudication of any non-arbitrable claims and waive any objection to such courts on any basis, including without limitation inconvenience of the forum. You and we expressly waive the right to a jury trial in connection with any such lawsuit and agree that no such lawsuit can be brought as a class action or other representative action.

#### **15. ADDITIONAL TERMS AND THIRD PARTY SERVICES.**

- a. Portions of, or certain features made available on, our Site may be subject to additional terms between you and Knobel Spirits (as further described below, "**Additional Terms**") that will be described in separate agreements, rules or policies posted on the applicable portions of our Site and are incorporated herein by reference. For example, Knobel Spirits or its authorized partners may operate sweepstakes, contests and promotions ("**Promotions**") through our Site. You should carefully review the Additional Terms, containing the official rules ("**Official Rules**") of each Promotion in which you participate, as they may contain additional important information about Knobel Spirits' rights to and ownership of the submissions you make as part of the Promotions and as a result of your participation in such Promotions. To the extent that the terms and conditions of such Official Rules conflict with these Terms, the terms and conditions of such Official Rules for each Promotion will control for that Promotion.
- b. Portions of our Site may incorporate or allow you to use third party products and services (each, a "**Third Party Service**"), which include without limitation our online e-commerce platform vendor, such as Speakeasy Company. We are not responsible to you for the acts or omissions of any Third Party Service or any policies or agreements applicable to any Third Party Service. Your use of any Third Party Service is subject to the applicable license agreements, terms and conditions, privacy policies and other policies and agreements applicable to such Third Party Service. We do not approve or endorse any Third Party Service, nor is our Site approved or endorsed by any Third Party Service.

#### **16. MISCELLANEOUS.**

- a. Electronic Communications Notice. Sending us emails and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communication be in writing. In order to retain copies of any electronic communications, you must have a printer or data storage device. If you have a printer, you may print paper copies of any such communications for your own use. YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED BY US OR VIA THE SITE. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.
- b. California Consumer Protection Notice. Pursuant to California Civil Code Section 1789.3, any California users may be entitled to the following consumer rights notice: Any questions or complaints about our products, pricing, or the Site may be directed to [info@knobelspirits.com](mailto:info@knobelspirits.com). California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.
- c. Notices; Questions. All notices to us must be in writing and must reference these Terms. We may notify you using the information you provided, including by email. Service will be deemed given on the date of receipt if delivered by email or on the date of delivery via courier providing confirmation of delivery. The address for Knobel Spirits for notice purposes is: Knobel Spirits, LLC, 907 Westwood Blvd. #206, Los Angeles, CA 90024. Should you have any questions regarding the Site or this Agreement, please contact us at [info@knobelspirits.com](mailto:info@knobelspirits.com).
- d. Interpretation. The headings used in this Agreement are included for convenience only and will not limit or otherwise affect this Agreement. Any ambiguities in the interpretation of this Agreement shall not be construed against the drafting party.
- e. Entire Agreement. This Agreement, including these Terms, our Privacy Policy, any Additional Terms, and any other terms or policies of ours that are linked to or referenced in them or that reference any of them, constitutes the entire agreement and understanding between you and us and govern your use of the Site, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of these Terms). If there is any conflict between these Terms and the Privacy Policy, the Privacy Policy will control with respect to any privacy matter.
- f. Assignment. You may not assign or transfer your rights or obligations under this Agreement without our prior written consent. Any purported assignment shall be null and void. We may assign this Agreement or transfer any rights or obligations hereunder, at our sole discretion and without restriction.

- g. Severability; Waiver. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. The failure of Knobel Spirits to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized Knobel Spirits representative.
  
- h. Relationship of the Parties. This Agreement does not create a partnership, joint venture, employment, agency, or fiduciary relationship between you and Knobel Spirits or any of Knobel Spirits' parents, subsidiaries, affiliates, or other related companies. Knobel Spirits and you are independent contractors and neither party will have the power to bind the other or to incur obligations on the other's behalf without the other party's prior written consent.