

SHIP KINDRED SPIRITS LLC

TERMS OF USE AGREEMENT

Effective: 04/18/2025

THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS REGARDING YOUR USE OF SHIP KINDRED SPIRITS LLC'S WEBSITE. YOUR ACCESS AND USE OF THE SHIP KINDRED SPIRITS LLC WEBSITE IS SUBJECT TO THE FOLLOWING TERMS OF USE AND ALL APPLICABLE LAWS. BY ACCESSING OR USING ANY PART OF THE WEBSITE, YOU ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THESE TERMS OF USE. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF USE SET FORTH BELOW, YOU MAY NOT USE ANY PORTION OF THE SHIP KINDRED SPIRITS LLC WEBSITE.

The use of this website and services on this website provided by Ship Kindred Spirits LLC ("Company" or "Kindred Spirits") are subject to the following Terms of Use ("Agreement."). This Agreement shall govern the use of all pages on this website ("Website" or "Site") and any services provided by or on this Website ("Services").

1. DEFINITIONS.

The parties to this Agreement shall be defined as follows:

- a) COMPANY: The Company, as the creator, operator, and publisher of the Website, makes the Website and certain products on it available to users. Kindred Spirits, Company, us, we, our, ours and other first-person pronouns will refer to the Company, as well as all employees and affiliates of the Company.
- b) CLIENT: You, as the user of the Website, will be referred to throughout this Agreement with second-person pronouns such as you, your, yours, or as User or Client.
- c) PARTIES: Collectively, the parties to this Agreement (the Company and Client) will be referred to as Parties.

2. ASSENT & ACCEPTANCE

By using the Website, you warrant that you have read and reviewed this Agreement and that you agree to be bound by it. If you do not agree to be bound by this Agreement, please leave the Website immediately. The Company only agrees to provide use of this Website to you if you assent to this Agreement.

3. ACCESS TO THIS WEBSITE.

You must be twenty-one (21) years or older to use this Website. If you are under twenty-one (21) years of age, you are not permitted to access this Website for any reason. By using this Website (and, thus, agreeing to the Terms and Conditions), you warrant and represent that you are at least twenty-one (21) years of age. All content, offers, and promotions on this Website are intended for legal use and may not be used or discussed in a manner that is illegal. As the consumer, it is your responsibility to know your local, state, and federal laws regarding use. You agree that Company shall not be responsible for any liability arising from the alleged illegality of products offered to you via this Website. Any governmental employee, agency, or agent must identify themselves to the operators of Company upon their entering the Website.

4. LICENSE TO USE WEBSITE.

The Company may provide you with certain information as a result of your use of the Website. Such information may include, but is not limited to, documentation, data, or information developed by the Company, and other materials which may assist in your use of the Website ("Company Materials"). Subject to this Agreement, the Company grants you a non-exclusive, limited, non-transferable, and revocable license to use the Company Materials solely in connection with your use of the Website. The Company Materials may not be used for any other purpose, and this license terminates upon your cessation of use of the Website or Services or at the termination of this Agreement.

5. INTELLECTUAL PROPERTY.

You agree that the Website, all content on the Website (including all designs, texts, graphics, pictures, video, information, and their selection and arrangement), and all Services provided by the Company are the exclusive property of the Company, including all copyrights, trademarks, trade secrets, patents, product formulations (whether provided to Company by User or created by Company), and other intellectual property ("Company IP"). You agree that the Company owns all right, title, and interest in and to the Company IP and that you will not use the Company IP for any unlawful or infringing purpose. You agree not to reproduce or distribute the Company IP in any way, including electronically or via registration of any new trademarks, trade names, product formulations, service marks or Uniform Resource Locators (URLs), without express written permission from the Company. You may not use, replicate, modify, copy, distribute, frame, reproduce, republish, download, display, post, transmit, or sell in any form or by any means, in whole or in part, any Company IP without our prior written consent, which may be withheld in our sole discretion. For so long as you are eligible to use the Website and you act in accordance with the terms of this Agreement: (i) You are granted a limited license to access and use the Website solely for your personal non-commercial use; and (ii) You are granted a limited license to access, use, download, or print a copy of any portion of the website content to which you have properly gained access solely for your personal non-commercial use. You must never download or republish any website content or Company IP on any Internet website, and you must not incorporate any related information into any other database or compilation; and, any other use of the website content or Company IP is strictly prohibited. Such limited license is subject to all terms of this Agreement. Any use inconsistent with this Agreement shall result in the termination of all licenses granted herein. In addition, the Company will take legal action in connection with any violation of this Agreement. Any use of the Website, Company IP, or any website content, other than as may be specifically authorized herein, without our prior written consent (which may be withheld in our sole discretion), is strictly prohibited. Such unauthorized use might also violate applicable laws, including copyright or trademark laws and communications statutes and regulations. This Agreement does not purport to transfer any license to any intellectual property right, whether by grant, estoppel, implication, or otherwise. At any time and from time to time, and without your consent, we may unilaterally revoke any license that we grant, in our sole discretion and without any notice or cause.

User grants to Company a non-exclusive, non-transferable, limited, royalty free license during the term (as defined below) to use any trademarks, tradenames, logos, designs, or other intellectual property provided by you to Company ("User IP") in connection with the marketing of the products, including without limitation, on packaging, Company's website pages relating to customized products, and any other of Company's print or digital marketing materials relating to the customized products. For avoidance of doubt, all product formulations, including customized product formulations provided by You to the Company, are the exclusive property of the Company as Company IP.

You warrant and represent that: (i) you are the owner or licensee of the User IP (ii) you have the legal right to grant the license; and (iii) the User IP does not infringe the intellectual property rights of a third party. You shall indemnify and hold harmless Company, its parents, subsidiaries, affiliates, officers, directors, employees, agents, and representatives of such parties, from all damages, liabilities, claims, causes of action, costs and expenses, including reasonable attorney's fees, arising out of or in connection with: (a) any use of the

User IP pursuant to this Agreement (b) any breach by you of the obligations, representations, or warranties herein; and (c) any infringement or violation by you of any patent or registered design, copyright, trademark, trade name, license or other proprietary right of any third party in connection with the Agreement.

6. USER OBLIGATIONS.

As a user of the Website, you may be asked to register with us. When you do so, you will choose a user identifier, which may be your email address or another term, as well as a password. You may also provide personal information, including, but not limited to, your name. You are responsible for ensuring the accuracy and security of this information. You must not share your identifying user information with any third party, and if you discover that your identifying information has been compromised, you agree to notify us. Providing false or inaccurate information or using the Website to further fraud or unlawful activity is grounds for immediate termination of this Agreement.

7. ACCEPTABLE USE.

You agree not to use the Website for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website in any way that could damage the Website or the general business of the Company.

8. PRIVACY INFORMATION.

Our policies relating to the privacy of any information gathered or transmitted on our Website are included in our Privacy Policy, which is fully incorporated herein by reference. By continuing to use the Website, you agree to be bound by our Privacy Policy and all future amendments, modifications, and changes thereto.

9. ASSUMPTION OF RISK.

You acknowledge and agree that any information posted on our Website is not intended to be legal advice, and no fiduciary relationship has been created between you and the Company. The Company does not assume responsibility or liability for any advice or other information given on the Website.

10. SALE OF GOODS/SERVICES.

We do not sell, offer to sell, or solicit sales of alcohol directly to consumers. Our Services may enable you to search online for alcohol and other products available for sale by alcohol beverage licensees, including retailers and other parties permitted to sell alcohol directly to consumers ("Licensees"). The service is not meant to facilitate any improper furnishing of inducements by any manufacturer, importer, supplier, wholesaler, or distributor of alcoholic beverages to any retailer of alcoholic beverages or to facilitate any improper exclusionary practices by any alcoholic beverage licensee. Our service may be limited or not available at all in some places due to local law or other restrictions.

11. REVERSE ENGINEERING & SECURITY.

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Website;
- b) Violate the security of the Website through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

12. DATA LOSS.

The Company does not accept responsibility for the security of your account or content. You agree that your use of the Website is at your own risk.

13. INDEMNIFICATION.

You agree to defend and indemnify the Company and any of its affiliates (if applicable) and hold us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to your use or misuse of the Website, your breach of this Agreement, or your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

14. SPAM POLICY.

You are strictly prohibited from using the Website for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

15. THIRD-PARTY LINKS & CONTENT.

The Company may occasionally post links to third party websites or other services. You agree that the Company is not responsible or liable for any loss or damage caused as a result of your use of any third-party services that may be linked from our Website now or in the future. The Company provides third-party links as a convenience only and does not sponsor or endorse any of these sites or their contents. Company is not responsible for the content of and does not make any representations or warranties regarding the content or materials on such linked third-party websites. If you decide to access or rely on information at a linked third-party website, you do so at your own risk.

Company has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Company. Nonetheless, the Company seeks to protect the integrity of its Website, and therefore requests any feedback on sites to which it links, including if a specific link does not work.

16. CONDITIONS OF USE AND ACCEPTABLE USAGE POLICY RELATING TO PUBLIC FORUMS.

The Website may contain interactive services, including but not limited to discussion groups, news groups, bulletin boards, chat rooms, blogs and other social networking features, such as the display of linked content from interfacing sites (collectively, "Public Forums"), which may allow you to post, transmit or submit information, including but not limited to writings, images, illustrations, audio recordings, and video recordings ("Postings"). We may or may not actively monitor Postings on Public Forums. Similarly, we may or may not exercise editorial control over Postings on any Public Forum. You may be exposed to content on Public Forums that is inaccurate, fraudulent or deceptive, or that you find offensive or objectionable. Your use of Public Forums is at your own risk.

We reserve the right, but are not obliged, to monitor Public Forums and to remove or alter any Postings that we consider, in our sole discretion, to constitute misuse of these rules. We may restrict, suspend or terminate your use of these services or the Website where, in our sole discretion, we believe that there may have been such a misuse.

Any Postings you make will be deemed not to be confidential or secret. You understand that personal and other information (e.g., username, email address, phone number) that you post on or through Public Forums is generally accessible to, and may be collected and used by, others and may result in unsolicited messages or other contact from others. You should not include any personally identifiable information about yourself or any other person in any Postings. We reserve the right, but not the obligation, to remove any Postings that contain personally identifiable information. We shall not be liable for the use or misuse of any information or data, including personal information, that you post on our Public Forums.

You represent and warrant that your Postings are original to you, do not infringe on another party's intellectual property rights, are not obscene, vulgar, offensive, malicious, discriminatory, defamatory, or otherwise unlawful,

that no other party has any rights thereto, and that any “moral rights” in your Postings have been waived, and you grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, non-exclusive, and fully transferable, assignable, and sub-licensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such Postings (in whole or part) and/or to incorporate them in other works in any form, media, or technology now known or later developed for any editorial, commercial, non-commercial, promotional, or other purpose.

We are not responsible for maintaining your Postings and we may delete or destroy them at any time.

Content, information, and materials posted by users to public forums are not endorsed by us. It is your responsibility to evaluate and confirm the accuracy of information provided by other users on or through public forums. The opinions expressed in Public Forums are not necessarily ours. Any statements, advice, and opinions made by participants are those of such participants only. We shall not be held responsible for any statements, advice, opinions, or other content or materials on Public Forums. You release us from all claims and demands of every kind and nature, known and unknown, howsoever arising out of or in any way connected with a dispute with another user of the Site.

17. EXPORT CONTROLS.

To the extent that software or technical data is accessible through the Site, such software or technical data may be subject to export, re-export, and/or import controls imposed by the United States or any other jurisdiction, and may not be downloaded or otherwise exported or re-exported in violation of the laws of any applicable jurisdiction including, but not limited to: (a) into (or to a national or resident of) any country to which the U.S. has placed an embargo or which is subject to relevant export restrictions; (b) anyone on the U.S. Treasury Department's Specially Designated Nationals list, or (c) in violation of the U.S. Commerce Department's Table of Denial Orders.

18. MODIFICATION & VARIATION.

The Company may, from time to time and at any time without notice to you, modify this Agreement. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

a) To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, you agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

b) You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You further agree to clear your cache when doing so to avoid accessing a prior version of this Agreement. You agree that your continued use of the Website after any modifications to this Agreement is a manifestation of your continued assent to this Agreement.

c) In the event that you fail to monitor any modifications to or variations of this Agreement, you agree that such failure shall be considered an affirmative waiver of your right to review the modified Agreement.

19. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the Parties with respect to any and all use of this Website. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website.

20. SERVICE INTERRUPTIONS.

The Company may need to interrupt your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.

21. TERM, TERMINATION & SUSPENSION.

The Company may terminate this Agreement with you at any time for any reason, with or without cause. The Company specifically reserves the right to terminate this Agreement if you violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. If you have registered for an account with us, you may also terminate this Agreement at any time by contacting us and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

22. DISCLAIMERS.

YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE WEBSITE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, KINDRED SPIRITS AND ITS RELATED PARTIES DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, NONINFRINGEMENT, AND USEFULNESS, WITH RESPECT TO ANY SERVICE, THE WEBSITE, ANY WEBSITE CONTENT, OR ANY INFORMATION CONTAINED ON THE WEBSITE (COLLECTIVELY, "WORKS"). THE WORKS ARE PROVIDED "AS IS" AND "AS AVAILABLE." YOU RELY ON THE WORKS SOLELY AT YOUR OWN RISK. WE DO NOT REPRESENT OR WARRANT THAT ANY WORKS WILL BE UNINTERRUPTED OR ERROR-FREE. THERE COULD BE DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES IN THE INFORMATION OR OTHER MATERIALS THAT ARE AVAILABLE ON OR THROUGH THE WORKS. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS, INCLUDING LOSS OF DATA, RESULTING FROM YOUR DOWNLOADING OR USE OF THE WORKS. ALTHOUGH WE MAY TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES AND OTHER DESTRUCTIVE MATERIALS TO OR THROUGH THE WORKS, WE DO NOT GUARANTEE, REPRESENT, OR WARRANT THAT THE WORKS OR MATERIALS THAT MAY BE DOWNLOADED FROM THE WORKS ARE FREE OF SUCH DESTRUCTIVE FEATURES. WE ARE NOT LIABLE FOR ANY DAMAGES OR HARM ATTRIBUTABLE TO ANY OF THE FOREGOING.

23. LIMITATION ON LIABILITY.

YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT KINDRED SPIRITS AND ITS RELATED PARTIES ARE NOT LIABLE FOR ANY INJURY, LIABILITY, CLAIM, LOSS, DAMAGE, EXPENSE, COST (INCLUDING ATTORNEYS FEES INCURRED AT TRIAL, ON APPEAL, OR OTHERWISE), DEBT, FINE, CHARGE, OR LIEN, WHETHER DIRECT OR INDIRECT, INCLUDING CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE, LOST PROFITS, OR OTHERWISE, THAT ARISES OUT OF OR RELATES TO (A) THIS AGREEMENT, (B) YOUR USE OR INABILITY TO ACCESS THE WEBSITE, (C) INABILITY TO USE THE SERVICE, (D) ANY UNAUTHORIZED ACCESS OR ALTERATION OF YOUR TRANSMISSION OR DATA. YOU DO HEREBY WAIVE ANY AND ALL CLAIMS WITH RESPECT TO THE FOREGOING, WHETHER BASED IN BREACH OF CONTRACT,

BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY FOR ANY AND ALL CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER CLAIMS ARISING OUT OF OR RELATING TO (I) THIS AGREEMENT, (II) YOUR USE OF THE WEBSITE, OR (III) INABILITY TO USE THE SERVICE (IV) ANY UNAUTHORIZED ACCESS OR ALTERATION OF YOUR TRANSMISSION OR DATA IS LIMITED TO THE SUM OF \$10. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES; AND, IF ANY OF THOSE LAWS APPLY TO YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

24. GENERAL PROVISIONS:

a) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

b) JURISDICTION, VENUE & CHOICE OF LAW: Through your use of the Website, you agree that the laws of the State of **ILLINOIS** shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between you and the Company, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts in **CHICAGO, IL**. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

c) ARBITRATION: In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the following state: **ILLINOIS**. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. *Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this sub-part, be litigated.* The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.

d) CLASS ACTION WAIVER: YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND. CLAIMS AND REMEDIES SOUGHT AS PART OF A CLASS ACTION, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ACTION ARE SUBJECT TO ARBITRATION ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS, AND THE ARBITRATOR MAY AWARD RELIEF ONLY ON AN INDIVIDUAL (NON-CLASS, NON-REPRESENTATIVE) BASIS.

e) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by you. Should this Agreement, or the rights granted hereunder, be assigned, sold, leased or otherwise transferred by the Company, the rights and liabilities of the Company will bind and inure to any assignees, administrators, successors, and executors.

f) SEVERABILITY: If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.

g) NO WAIVER: In the event that we fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.

h) HEADINGS FOR CONVENIENCE ONLY: Headings of parts and subparts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

i) NO AGENCY, PARTNERSHIP OR JOINT VENTURE: No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.

j) FORCE MAJEURE: The Company is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, pandemics and epidemics, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

k) ELECTRONIC COMMUNICATIONS PERMITTED: We will communicate with you by email or by posting notices on the Website. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically or post on the Website satisfy any legal requirement, if any, that such communications be in writing.

27. YOUR CONSENT

By using our Website, you consent to our Terms of Use.

Questions? Please Contact Us

If you have any questions about these Terms of Service, please contact us at info@shipkindredspirits.com.