

Terms of Use

Effective Date: [Month, Day], 2024

Drinks on D LLC (“**Drinks on D**,” the “**Company**,” “**our**,” “**us**,” or “**we**”) is committed to offering you the Drinks on D mobile A (“the “**Service**” or “**App**”) as a resource in the palm of your hand to help ensure that, when you are ready to unwind with a cocktail or host friends, that your home bar is stocked with all of your favorite spirits. These Terms of Use (the “**Terms**”) govern your use of the Service.

PLEASE READ THESE TERMS CAREFULLY TO UNDERSTAND OUR POLICIES AND PRACTICES REGARDING YOUR USE OF THE APP. IF YOU DO NOT AGREE WITH OUR POLICIES AND PRACTICES, YOUR CHOICE IS NOT TO DOWNLOAD OR USE THE APP. BY ACCESSING OR USING THE APP, YOU AGREE TO THESE TERMS, WHICH INCLUDE OUR PRIVACY NOTICE. THESE TERMS MAY CHANGE FROM TIME TO TIME. YOUR CONTINUED USE OF THE APP AFTER WE MAKE CHANGES IS DEEMED TO BE ACCEPTANCE OF THOSE CHANGES, SO PLEASE CHECK THESE TERMS PERIODICALLY FOR UPDATES. You acknowledge and agree these terms are entered into between Drinks on D and you only, not with apple. Drinks on D is solely responsible for the service and the content thereof. These terms do not provide for usage rules for services that are in conflict with apple’s services terms and conditions. In the event of a conflict between the terms and the apple terms and conditions, the apple terms and conditions will govern.

Drink Responsibly.

Verifying age is all the rage! Although you cannot purchase alcohol through the App, the App is about keeping stocked on your favorite alcohol and spirits. Because of that, to use the App, you must be of legal drinking age wherever you are accessing the App.

You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You may not use the Services for any non-personal purpose or in any way that interferes with our ownership rights in the Service, and we will terminate your Account and your access to the Services if you are in breach of this Section.

Third Party Products, Services, and Websites.

We reference and may offer third-party products/services through the Service, including as we identify your inventory levels and help you create your shopping list. If you use any of these third-party products or services, you assume all risks and liabilities associated with your use. We may also link to websites including websites of our third-party service providers (“**External Websites**”). We have no control over these External Websites and will not be liable for any

content, advertising, products, or other materials on or available from those External Websites. The External Websites should have their own terms of use and privacy policies, so be sure to check those out.

Creating an Account.

You can browse parts of the Website and access some of the Services without making an account, but portions of the Service require you to create an account with Drinks on D (“**Account**”). You may create an Account by either providing us with your email address and setting up an account using a username and password of your choice. Because your Account is personal to you, you may not set up an account for anyone else or using anyone else’s email or other personal information, such as name. Please keep your contact information up to date so we can share information about other products, surveys, contests, opportunities, sweepstakes, and other things that we think might interest you with you. You are responsible for maintaining the confidentiality of your username and password and for all activities that occur through your Account. You will notify us immediately of any unauthorized use of your Account or any other breach of security. Drinks on D will not be liable for any loss that you may incur as a result of someone else using your password or Account, either with or without your knowledge. However, you could be held liable for losses incurred by Drinks on D or another party due to someone else using your Account or password. You may not use anyone else's Account at any time, without the permission of the Account holder.

Your License (But Not To Get Behind the Wheel).

When you use the Services, we grant you a limited license to use the Services for your personal use only. We also grant you a limited, revocable, non-transferrable, and nonexclusive right to create links to the Service, so long as the link is not false, misleading, derogatory, offensive, or, in any way misrepresents Drinks on D or the Services. If you are using the Services on any Apple-branded product that you own or control, you must only use the Services as expressly allowed under Apple’s Usage Rules contained in its Terms and Conditions.

The Service may allow you to create content and data, including, but not limited to, photos, screenshots, product reviews, recipes and ratings, and flavor preference profiles (“**Content**”). In exchange for your use of the Service, you grant Drinks on D an exclusive, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use your Content in any way and for any purpose including, but not limited to the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute your Content without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual property rights by applicable laws and international conventions. If not expressly prohibited by mandatory legislation, you waive any moral rights of paternity, publication, reputation, or attribution with respect to Drinks on D's use of such Content and data in connection with the Service and related goods and services under applicable law. This license granted to Drinks on D, and the above waiver of any applicable moral rights, survives any termination of this license.

Think Before You Drink: Restrictions.

We're excited for you to use the Services, but, as with everything fun, there are some rules you will have to follow. If you do any of the following things, we will terminate your account and access to the Services:

- Use the Services commercially. As the License provision above spells out, you can only use the Services for your privacy use. This means that you can use the Services for you home or personal but, but not for a commercial bar or business.
- Don't be a copycat. You may not make a copy of the Services of any portion of the Services, publicly available, available on a network or for use or download by multiple uses.
- Distribute, lease, license, rent, lend, sell, convey, grant, transfer or assign any part of the Services, including your unique username and password, without our expressed written consent or as otherwise under these Terms.
- Use any data mining tools or automation tools such as spiders, scrapers, crawlers, scripts, bots, or any other automated or manual method or process to access, retrieve, index, or reproduce the Service or its contents.
- Take credit for owning the Services, including misrepresenting the source of ownership of the Services. Remember, these *fabulous* Services are brought to you by Drinks by D!
- Use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) without our express written consent.
- Use meta-tags or any other "hidden text" using "Drinks on D," our affiliates, partners or artists without our express written permission.
- Use or installing the Services (or permit others to do same) on a network, for online use, or on more than one device at the same time.
- Reverse engineer, decompile, disassemble, translate, prepare derivative works based on or otherwise modify any part of the Services.
- Remove, obscure or modify any copyright, trademark or other proprietary rights notices, marks or labels contained on or within the Service.
- Falsify or delete any author attributions, legal notices or other labels of the origin or source of the material.
- Transport, export or re-export (directly or indirectly) into any country forbidden to receive such Service by any U.S. or other export laws or accompanying regulations or otherwise violate such laws or regulations, that may be amended from time to time.
- Conduct any other activity that might be considered illegal or tortuous, including, "hacking" the Services, infringing This includes, without limitation, "hacking" the Service, infringing the intellectual property or other rights of third parties, modifying, altering,

translating, reverse engineering, decompiling or disassembling the Service or related documentation or creating derivative works based on the Service; or

- Scrape, build databases or otherwise create permanent copies of content returned from the Services.

Ownership.

Drinks on D retains all right, title, and interest in and to the Service and all related patent, copyright, trademark, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right (“**Rights**”).

Stay Connected.

To access and use the Service, you need to have and maintain adequate internet connection. You are fully responsible for obtaining and maintaining internet access. Drinks on D and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Services.

DMCA NOTICE - Procedure for Claiming Intellectual Property Infringement

Drinks by D respects intellectual property laws and expects its users to do the same. It is Drinks by D’s policy to terminate, in appropriate circumstances, users, including account holders, who infringe or are believed to be infringing the intellectual property rights of others.

It is Drinks by D’s policy, in appropriate circumstances and at its discretion, to disable and/or terminate user use of the Services who repeatedly infringe or are repeatedly charged with infringing the copyrights or other intellectual property rights of others.

In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, Drinks by D will respond expeditiously to claims of copyright infringement committed using the Drinks by D and/or Drinks by D Services that are reported to Drinks by D’s Designated Agent, identified in the sample notice below.

If you are a copyright owner, or are authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Services by completing the following DMCA Notice of Alleged Infringement and delivering it to Drinks by D’s Designated Agent. Upon receipt of the Notice as described below, Drinks by D will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged material from the Services.

DMCA Notice of Alleged Infringement (“Notice”)

1. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.

2. Identify the material that you claim is infringing (or to be the subject of infringing activity) and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material, including at a minimum, if applicable, the URL of the link shown on the Services where such material may be found.
3. Provide your mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
 - “I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”
 - “I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed.”
5. Provide your full legal name and your electronic or physical signature.
6. Deliver this Notice, with all items completed, to Drinks by D’s Designated Agent:

Designated Copyright Agent
27009 Greenwich Circle
Farmington Hill, MI 48331
Email: [email address for support]

Counter Notices

One who has posted material that allegedly infringes a copyright may send Drinks by D a counter notice pursuant to Sections 512(g)(2) and 512(g)(3) of the DMCA. When Drinks by D receives a counter notice, Drinks by D will reinstate the material in question in not less than 10 and not more than 14 business days after Drinks by D receives the counter notice unless Drinks by D first receives notice from the copyright claimant that he/she has filed a legal action to restrain the allegedly infringing activity. To provide a counter notice to Drinks by D, please return the following form to our Designated Agent. Please note that if you provide a counter notice, in accordance with our Privacy Policy and the terms of the DMCA, the counter notice will be given to the copyright claimant.

Counter Notice

1. Identify the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
2. Provide your mailing address, telephone number, and, if available, email address.

3. Include both of the following statements in the body of the Notice:
 - “I hereby state under penalty of perjury that I have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
 - “I hereby state that I consent to the jurisdiction of the Federal District Court for the judicial district in which my address is located or, if my address is outside of the United States, for any judicial district in which Drinks by D may be found, and I will accept service of process from the complaining party who notified Drinks by D of the alleged infringement or an agent of such person.”
4. Provide your full legal name and your electronic or physical signature.
5. Deliver this Notice, with all items completed, to Drinks by D’s Designated Copyright Agent:

Designated Copyright Agent
27009 Greenwich Circle
Farmington Hill, MI 48331
Email: [email address for support]

Notification of Claimed Trademark Infringement:

If you are a trademark owner and you believe your trademark (the “**Mark**”) being used on the Services by a user in a way that constitutes trademark infringement, please note that Drinks by D is not in a position to mediate trademark disputes between users and trademark owners. Because of this, we strongly encourage trademark owners to resolve their disputes directly with the user who posted the content in question.

If you are unable to resolve your dispute directly, and you believe that the Mark is being used on the Services by a user in a way that constitutes trademark infringement, please provide Drinks by D’s Designated Agent (specified above) with the following information:

1. Your full legal name and your electronic or physical signature.
2. Information reasonably sufficient to permit Drinks by D to contact you or your authorized agent, including a name, mailing address, telephone number and, if available, an email address.
3. Identification of the Mark(s) alleged to have been infringed, including (i) for registered Marks, a copy of each relevant federal trademark registration certificate or (ii) for common law or other Marks, evidence sufficient to establish your claimed rights in the Mark, including the nature of your use of the Mark, and the time period and geographic area in which the Mark has been used by you.

4. Information reasonably sufficient to permit Drinks by D to identify the use being challenged.
5. Include both of the following statements in the body of the Notice:
 - “I hereby state that I have not authorized the challenged use, and I have a good-faith belief that the challenged use is not authorized by law.”
 - “I hereby state under penalty of perjury that all of the information in the notification is accurate and that I am the owner of the Mark, or authorized to act on behalf of the owner of the Mark.”

Upon receipt of notification of claimed trademark infringement as described above, Drinks by D will seek to confirm the existence of the Mark on the Services, notify the registered user who posted the content including the Mark, and will within a reasonable time take action to remove or disable the Mark on the Services.

One who has materials removed from the Services in response to a notification of claimed trademark infringement will have the right to submit a counter-notification to Drinks by D within 10 business days. When Drinks by D receives a counter-notification, Drinks by D will reinstate the material in question within a reasonable period of time after Drinks by D receives the counter-notification. To provide a counter-notification to Drinks by D, please return the following form to our Designated Agent. Please note that if you provide a counter-notification, in accordance with our Privacy Policy located at <https://www.Drinks by D.com/privacy> the counter-notification will be given to the claimant. A counter-notification must contain the following elements:

Counter-Notification

1. Identify the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
2. Provide your mailing address, telephone number, and, if available, email address.
3. Include both of the following statements in the body of the Notice:
 - “I hereby state under penalty of perjury that I have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.”
4. Provide your full legal name and your electronic or physical signature.

Notification of Other Intellectual Property (“IP”) Infringement:

If you believe that some other IP right of yours is being infringed by a user, please provide Drinks by D’s Designated Agent (specified above) with the following information:

1. Your full legal name and your electronic or physical signature.
2. Information reasonably sufficient to permit Drinks by D to contact you or your authorized agent, including a name, mailing address, telephone number and, if available, an email address.
3. Identification of the IP alleged to have been infringed, including (i) a complete description or explanation of the nature of the IP, (ii) evidence that you own the IP in the relevant jurisdiction, including copies of relevant patents, registrations, certifications or other documentary evidence of your ownership, and (iii) a showing sufficient for Drinks by D to determine without unreasonable effort that the IP has been infringed.
4. Information reasonably sufficient to permit Drinks by D to identify the use being challenged.
5. Include both of the following statements in the body of the Notice:
 - “I hereby state that I have not authorized the challenged use, and I have a good-faith belief that the challenged use is not authorized by law.
 - “I hereby state under penalty of perjury that all of the information in the notification is accurate and that I am the owner of the IP or authorized to act on behalf of the owner of the IP.”

Upon receipt of notice as described above, Drinks by D will seek to confirm the existence of the IP on the Sites, notify the user who posted the content including the IP, and take whatever action, in its sole discretion, it deems appropriate, including temporary or permanent removal of the IP from the Sites.

NO WARRANTIES AND LIMITATION OF LIABILITY.

THE SERVICE IS PROVIDED "**AS IS**" AND ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

DRINKS BY D MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SAME, OR TO THE INFORMATION, CONTENT, COMMUNICATIONS, MATERIALS OR PRODUCTS AND SERVICES AVAILABLE THROUGH THE SERVICES. YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. ALL MATERIAL ON THE WEBSITE SUCH AS TEXT, GRAPHICS, LOGOS, IMAGES, DATA, SOFTWARE, APPLICABLE UPDATES, AND OTHER MATERIAL IS HEREBY DEFINED AS "**MATERIAL**". DRINKS BY D IS NOT LIABLE FOR: (I) TECHNICAL PROBLEMS OR MALFUNCTIONS THAT AFFECT THE IMAGE

GALLERY OR VIEWING OF ANY MATERIAL ON THE SERVICES OR USE OF THE SERVICE; (II) LOST, FAULTY, ILLEGIBLE, DISTORTED, JUMBLED, GARBLED, DELAYED, INTERCEPTED, OR OTHERWISE UN-RECEIVED MATERIAL OR DATA TRANSMISSIONS. DRINKS BY D IS NOT BE RESPONSIBLE FOR ANY THIRD-PARTY MATERIAL OR SERVICES ON THE SERVICES, AND LINKS TO THIRD-PARTY WEBSITES, OR ANY THIRD PARTY WEBSITES.

DRINKS BY D MAKES NO PROMISES, WARRANTIES, AND/OR GUARANTEES OF THE SUITABILITY OF THE SERVICES FOR YOUR PURPOSES, OR THAT THE USE OF THE SERVICES WILL BE SECURE, UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR FUNCTION PROPERLY IN COMBINATION WITH ANY THIRD-PARTY TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, SCREEN-READERS, (ETC) HARDWARE, SOFTWARE, SYSTEMS OR DATA.

DRINKS ON D WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM YOUR USE OF THE SERVICES INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE AND CONSEQUENTIAL DAMAGES. OUR TOTAL LIABILITY TO YOU WILL NOT EXCEED THE GREATER OF \$100.00 OR THE TOTAL AMOUNT YOU HAVE PAID US. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

If any iOS version of a mobile application included in the Services fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Drinks on D's responsibility.

Termination.

If you fail to comply with these Terms, we will be forced to cancel your Account. On the other hand, if you want to cancel your Account send us an email at the address below and let us know to cancel your Account.

Indemnity.

You will indemnify, defend, and hold Drinks on D, its partners, affiliates, contractors, officers, directors, employees and agents harmless from and against any and all damages, losses and expenses arising directly or indirectly from your acts or your failure to act when using the Service.

In Case We Aren't Seeing Eye to Eye: Disputes and Claims.

Notice of Dispute or Claim. You will not file any legal action against Drinks on D in any forum without submitting a detailed description of your dispute or claim, ("**Dispute**") to Drinks on D at

[insert support email]. The information you provide to Drinks on D must include specific information about the claim such as the nature of the issue, the website page(s) affected by the issue, reference to any legal authority governing the issue (such as citations to state privacy laws, CANSPAM statutes, or similar regulations), and any other information a reasonable person would consider relevant to resolving the issue.

Resolution Process. Drinks on D will have 90 days to respond to your email notice. If you send more than one (1) email notice, the 90-day response timeline applies separately to each email you send. If your issue is not resolved within 90 days, you have 30 days to request an informal mediation about the issue with Drinks on D. If Drinks on D agrees to mediation, the mediation will take place in Seattle, Washington with a professional mediator to be mutually selected by the parties. The parties will split the costs of mediation equally.

c. Litigation. If a Dispute between you and Drinks on D cannot be resolved informally or through mediation, litigation may be commenced either state or federal courts governing Oakland County, Michigan. Each party hereby consents to venue and personal jurisdiction in such courts with respect to such Dispute(s) and irrevocable waives any right that it may have to assert that such forum is not convenient or that any such court lacks jurisdiction.

Jury Waiver. YOU AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY, TO PARTICIPATE IN A CLASS ACTION, OR TO SEEK REMEDIES BEYOND THE EXTENT NECESSARY TO PROVIDE INDIVIDUALIZED RELIEF TO EITHER PARTY. YOU AGREE NOT TO ACT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED OR DE FACTO CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.

Time Limitation. Any Dispute(s) must be filed within 2 years after the cause of action arose and the Parties waive any statute of limitations to the contrary. These Terms will be governed by the laws of Washington without giving effect to applicable conflict of law provisions. The substantially prevailing party in any Dispute litigation shall be entitled to recover reasonable attorney's fees and costs, including expert costs.

Injunctive Relief. Your breach of these Terms is likely to cause immediate and irreparable harm to Drinks on D. As such, Drinks on D may seek injunctive relief against you without the need to post an injunction bond.

Apple Users. If you download and access any mobile application available in the Services to an Apple device, you will submit all claims, including claims related to intellectual property infringement to Drinks on D and not to Apple.

Governing Law.

Michigan State law will control the Terms, without regard to conflicts of law provisions. If you breach these Terms, you may cause us immediate and irreparable harm and we may pursue injunctive relief without having to post a bond. You and Drinks on D are independent parties and nothing else - not employee and employer, or principal and agent. If any provision of the Terms is

held unenforceable for any reason, that provision will be reformed only to the extent necessary to make it enforceable and such decision will not affect the enforceability of such provision under other circumstances. The licenses we grant to you are for you and you alone. You may not transfer or assign these Terms or licenses without Drinks on D's express written consent. The section headings in the Terms are for reference purposes only and do not in any way affect the meaning or interpretation of the Terms. The failure of either you or us to enforce any right or provision in the Terms will not constitute a waiver of such right or provision. The Terms and the Privacy Policy are the complete and final agreement between us regarding your use of the Services.

For Apple Device Users.

You acknowledge and agree these terms are entered into between Drinks on D and you only, not with apple. Drinks on D is solely responsible for the service and the content thereof. These terms do not provide for usage rules for services that are in conflict with apple's services terms and conditions. In the event of a conflict between the terms and the apple terms and conditions, the apple terms and conditions will govern. You and Drinks on D acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary of these Terms.

We Have Some of Your Contact Information, Here's Ours.

To ask questions or comment about these Terms, contact us at:

Drinks on D LLC
27009 Greenwich Circle
Farmington Hills, MI 48331
Email: [email address for support]

Cheers!