

## TERMS AND CONDITIONS

PLEASE READ THESE TERMS OF SERVICE AND THE RELATED PRIVACY POLICY LOCATED AT [www.brickbeer.com](http://www.brickbeer.com) CAREFULLY BEFORE USING THIS WEBSITE. This "Site" (as defined below) is owned and operated by Brick Brewing Co. Limited ("Company", "us" or "we"). These terms of service (the "Terms of Service", "TOS" or "Agreement") set forth the legal terms and conditions governing your use of our website and any other online and mobile websites, blogs and interactive applications operated by Company that are related to [www.brickbeer.com](http://www.brickbeer.com) (collectively, the "Site") (unless a different policy is provided on a particular site, application or service, in which case such different policy shall govern and control). Your use of this Site confirms your unconditional agreement to be bound by these Terms of Service and is subject to your continued compliance with these Terms of Service. If you do not agree to be bound by these Terms of Service, you may not access or otherwise use the Site. Before using the Site, please review the related Company Privacy Policy, located at [www.brickbeer.com](http://www.brickbeer.com) on the privacy policy page (the "Privacy Policy"), which is incorporated herein by this reference.

### Eligibility

The Site is intended solely for users nineteen (19) years of age and older. You represent and warrant either that you are nineteen (19) years of age or older.

### Registration

Certain parts or features of the Site may require registration or may otherwise ask you to provide information to participate in certain features or to access certain content. The decision to provide this information is purely voluntary and optional; however, if you elect not to provide such information, you may not be able to access certain content or participate in certain parts or features of the Site. You agree that you will not provide any false personal information to the Site, or create an account for anyone other than yourself without permission. You will also not create more than one personal profile, and if you select a username for your account, we reserve the right to remove or reclaim it if we believe appropriate (such as if a trademark owner complains about a username). If you register with the Site, you are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer so that others may not access the password protected portion of the Site. You accept responsibility for all activities that occur under your account, email or password, if any, and agree you will not sell, transfer or assign your membership or any membership rights. Company may, in its sole discretion, and at any time, with or without notice, terminate your password and membership, for any reason or no reason at all. If we disable your account, you agree that you will not create another one without our permission.

### License to the Site

Company grants you a non-exclusive, non-transferable, limited right and license to access, use and privately display the Site and the materials thereon for your personal use only, provided that you comply fully with this TOS. You shall not interfere (or permit the use of your membership by a third party to interfere) or attempt to interfere with the operation or use of Site by other members in any way through any means or device including, but not limited to, spamming, hacking, uploading computer viruses or time bombs, or any other means expressly prohibited by any provision of this TOS.

### Changes to Site and/or Terms of Service

Company reserves the right, from time to time, in its sole discretion, to change, modify, update, discontinue, remove, revise, delete or otherwise change any portion of the Site or this TOS, in whole or in part, at any time without further notice. For changes to these TOS that we deem material, we will place a notice on the Company website located at [www.brickbeer.com](http://www.brickbeer.com) by revising the link on the homepage to read substantially as "Updated Terms of Service" for an amount of time that we determine in our discretion. If you access or use the Site in any way after the TOS have been changed, you will be deemed to have read, understood and unconditionally consented to and agreed to such changes. The most current version of these TOS will be available on the site and will supersede all previous versions of these TOS.

### Trademarks, Copyrights & Restrictions

The Site and all of the content it contains, or may in the future contain, including but not limited to text, video, pictures, graphics, designs, information, applications, software, articles, directories, guides as well as the trademarks, service marks, trade names, trade dress, copyrights, logos, domain names, code, patents and/or any other form of intellectual property (collectively, the "Material") that relates to the Site are owned by or licensed by Company or other third parties and are protected from any unauthorized use, copying and dissemination by copyright, trademark and other intellectual property and non-intellectual property laws and by international treaties. Except as expressly permitted in writing by Company, you shall not capture, reproduce, perform, transfer, sell, license, modify, create derivative works from or based upon, republish, reverse engineer, upload, edit, post, transmit, publicly display, frame, link, distribute or exploit, in whole or in part, any of the Material. Nothing contained in this Agreement or on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Material in any manner without the prior written consent of Company or such third party that may own the Material or intellectual property displayed on the Site. UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, PUBLICATION, REPUBLICATION, UPLOADING, FRAMING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING, DUPLICATING OR ANY OTHER MISUSE OF ANY OF THE MATERIAL IS STRICTLY PROHIBITED. Any use of the Material other than as permitted by this Agreement will violate this Agreement and may infringe upon our rights or the rights of the third party that owns the affected Material. You agree to report any violation of this Agreement by others that you become aware of. You are advised that Company will aggressively enforce its rights to the fullest extent of the law. Company may add, change, discontinue, remove or suspend any of the Material at any time, without notice and without liability.

## **Linked Sites**

The Site may contain links to third party websites or resources, which may or may not be obvious ("Third Party Sites") as well as software, text, graphics, articles, photographs, pictures, designs, sound, video, music, information, software applications and other content originating from third parties (collectively, "Third Party Applications, Software or Content"). Our provision of links to Third Party Sites is not an endorsement of any information, product or service that is offered on or reached through such Third Party Site or Third Party Application, Software or Content. Such Third Party Sites and Third Party Applications, Software or Content are not monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for the content or performance of any Third Party Sites accessed through the Site or any Third Party Applications, Software or Content posted on, available through or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Sites or the Third Party Applications, Software or Content. If you decide to leave the Site and access the Third Party Sites or to use or install any Third Party Applications, Software or Content, you do so at your own risk and you should be aware that our terms and policies no longer govern.

YOU AGREE THAT YOUR USE OF THIRD-PARTY SITES OR THIRD PARTY APPLICATIONS, SOFTWARE OR CONTENT, INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH WEBSITES AND RESOURCES, IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

## **No Resale/Exploitation**

You understand and agree that you may not reproduce, copy, resell, manipulate, or exploit any part of the Site for any commercial purpose.

## **Termination**

You understand and agree that Company may, in its sole discretion and at any time, terminate your password or Account and prohibit you from accessing the Site, in whole or in part, for any reason or no reason at all, at any time in its sole discretion, with or without notice. You understand and agree that Company may take any one or more of these actions without prior notice to you. Should Company take any of these actions, it may, in its sole discretion, immediately deactivate and/or delete any or all information about and concerning your account. You understand and agree that Company shall not have any liability to you or any other person for any termination of your access to the Site or the removal of information concerning your Account. Company will determine your compliance with this Agreement in its sole discretion and its decision shall be final and binding and not subject to challenge or appeal. Any violation of this Agreement may result in restrictions on your access to all or part of the Site and may be referred to law enforcement authorities. No changes to or waiver of any part of this Agreement shall be of any force or effect unless formally posted or made in writing and signed by a duly authorized officer of Company. Upon termination of your membership or access to the Site, or upon demand by Company, you must destroy all materials obtained from the Site and all related documentation and all copies and installations thereof. You are advised that Company will aggressively enforce its rights to the fullest extent of the law.

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## **Limitation of Liability**

YOU AGREE THAT COMPANY AND ITS PARENTS, AFFILIATES, SUBSIDIARIES, LICENSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, THE "RELEASED PARTIES") ARE NOT LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING OUT OF OR RESULTING IN ANY WAY FROM OR IN CONNECTION WITH THE SITE, THE MATERIAL, ANY LISTING OR ANY ERRORS OR OMISSIONS IN THE TECHNICAL OPERATION OF THE SITE, EVEN IF THE COMPANY IS AWARE OR HAS BEEN ADVISED OF

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### **Linking Policy**

If you link to the Site, we require that you follow these guidelines. You may link only to the home page, and the link must be in plain text, unless otherwise approved in writing by an authorized representative of Company. The link to this Site must not damage, dilute or tarnish the goodwill associated with any Company names and/or intellectual property, nor may the link create the false appearance that your website and/or organization is sponsored, endorsed by, affiliated and/or associated with Company. You may not "frame" the Site or alter its intellectual property or Material in any other way. You may not link to the Site from a site that is unlawful, abusive, indecent or obscene, that promotes violence or illegal acts, that contains expressions of racism, that is libelous, defamatory, scandalous, or inflammatory or is otherwise deemed inappropriate, as determined by Company in its sole discretion. Company reserves the right, in its sole discretion, to terminate a link with any website for any reason or no reason at all, including without limitation any website that Company deems to be inappropriate or inconsistent with or antithetical to the Site and/or these Terms. Company is not responsible for the content or performance of any portion of the Internet including other websites to which this Site may be linked or from which this Site may be accessed.

### **Indemnification**

BY USING THE SITE YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY THIRD PARTY CLAIMS, ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO: YOUR BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS HEREUNDER; YOUR VIOLATION OF THESE TERMS OF SERVICE OR ANY LAW; YOUR USE OF THIS SITE AND/OR THE MATERIAL IN VIOLATION OF THESE TERMS OF SERVICE; INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR MEMBERSHIP ACCOUNT, EVEN IF NOT SUBMITTED BY YOU, THAT INFRINGES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, TRADE DRESS, PATENT, PUBLICITY, PRIVACY OR OTHER RIGHT OF ANY PERSON OR DEFAMES ANY PERSON; ANY MISREPRESENTATION MADE BY YOU; AND/OR COMPANY'S USE OF YOUR INFORMATION. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN COMPANY'S DEFENSE OF ANY CLAIM. COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT IN ANY EVENT SETTLE ANY SUCH MATTER WITHOUT THE WRITTEN CONSENT OF COMPANY.

### **Governing Law**

This TOS shall be governed and construed in accordance with all federal laws (without regard to its conflicts of law principles that would cause the application of any other jurisdiction's laws) With respect to any disputes or claims not subject to arbitration, you agree not to commence or prosecute any action in connection therewith other than in the federal courts, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction.

### **Miscellaneous**

This TOS constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral agreements between the parties with respect to the subject matter hereof. This TOS may not be amended, nor any obligation waived, without Company's written authorization. Any failure to enforce any provision of this TOS shall not constitute a waiver thereof or of any other provision thereof. If any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

For any questions, suggestions, or concerns related to these Terms of Service, please send us a message using the "Contact Us" page.