

BOOZE VACATION

TERMS OF USE

These Terms of Use (the “**Terms**”) contain the terms and conditions on which we supply content, products, and services listed through boozevacation.com (the “**Site**”), our mobile application (the “**Apps**”), or via other delivery methods to you (the Site, the Apps, and other delivery methods collectively referred to as the “**Service**”). Please read these Terms carefully before you start to use the Service. The Service is owned by Going on a Booze Vacation, Inc. (“**Company**,” “**Booze Vacation**,” “**we**,” “**us**,” “**our**”). Company and its affiliates provide the Service to you (the “**user**,” “**you**”, and “**your**”, as applicable) for your personal use only and subject to your acceptance of and compliance with these Terms. These Terms are effective as of [12/1/22]. This version of these Terms replaces and supersedes any prior terms of use applicable to the Service. You may use the Service for lawful purposes only, in accordance with these Terms. You agree to abide by all applicable international, federal, state, and local laws and regulations in your use of the Service.

1. Binding Effect

These Terms constitute a legally binding agreement between you and Booze Vacation. By using the Service, you: (1) acknowledge that you have read and understood these Terms; (2) represent that you are 21 years of age or older and of legal age to enter into a binding agreement; and (3) accept these Terms and agree that you are legally bound by them. Your use of the Service manifests your agreement to be bound by these Terms each time you access the Service. **If you do not agree to any of these Terms, do not use or access the Service.**

2. General Use, License, and Termination

Company grants you a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to make use of our services, whether through the Site or by downloading and installing the Apps, including any updates and bug fixes, and regardless of the medium by which the Service is accessed by you (e.g., via a web or mobile browser). Your use is limited to your personal, non-commercial use only. In this context, “personal use” does not include posting, uploading, or otherwise publishing the materials for any commercial purpose, except with our express written permission. This license does not include any rights not specifically enumerated herein.

The Apps are available for download through the Apple App Store or Google Play Store, (the “App Providers”). Any use of the Apps is subject to these Terms. To the extent any additional terms and conditions apply to your use of the Apps through the Apple App store or Google Play store, these Terms will control.

You acknowledge that your use of the Service is at our sole discretion and your license to use the Service may be terminated by us at any time, for any reason or for no reason. We reserve the right, in our sole discretion, to refuse service, to block or prevent future access to and use of the Service, to terminate any user’s account, and to alter or delete any material submitted to the Service through the user’s account. Following termination of this license, these Terms shall apply to the extent practicable.

The Service is intended for use by those who are twenty-one (21) years of age or older only. Any use of the Service by persons under 21 years of age is prohibited and will result in immediate termination of their use of the Service.

3. Accessing the Service

You may sign up as a registered user of the Service by filling out the relevant form on the Service and creating a password to be used in conjunction with your submitted email address. You are responsible for maintaining the confidentiality of your account and password. You may not register for more than one account.

The Service consists of a free, limited version of the Site and Apps (“**Basic Service**”). Premium versions of the Service are available with differing functionality based on the selected service level (“**Premium Service**”). Premium Service generally requires a fee. You do not have to become a Premium Service user to use the Service. However, if you are not a Premium Service user, you may be precluded from using certain portions, components, content, features, or resources of the Service. We reserve the right to eliminate or modify any or all of the functionality of the Basic Service at any time without any prior notice to you.

Whether or not you use the Basic Service or the Premium Service, you are responsible for all charges and fees associated with connecting to and using the Service, including without limitation all telephone access lines (including mobile data and data roaming charges, when applicable), telephone and/or internet service provider fees, telephone and computer equipment, sales taxes, and any other fees and charges necessary to access the Service.

4. Membership Subscriptions and Product Offerings

You may, from time to time, order products and services through the Service, including through one-time purchases (in the case of the 6-Pack) or through ongoing subscriptions. All one-time purchases are final and non-refundable.

You can also choose to subscribe to our membership subscription (“**Membership Subscription**”) either on a quarterly, bi-annual, or annual basis, or for such other periods that Booze Vacation may offer from time to time, and the applicable fees are set forth during the checkout process. If you choose to subscribe to a Membership Subscription, you will be responsible for the fixed and/or periodic charges and fees (including prepayment fees and/or recurring fees) that you select at the time of purchase.

5. Fees, Renewal, Cancellations

Certain Membership Subscription options available for purchase through the Service require that you purchase a Membership Subscription on an automatically renewing subscription basis. Your payment will automatically be extended for successive renewal periods of the same duration selected at the time of your purchase (i.e. quarterly, bi-annually, annually), at the then-current subscription rate unless you cancel prior to the expiration of the current subscription period. ALL MEMBERSHIP SUBSCRIPTIONS WILL CONTINUE UNTIL CANCELLED BY YOU. IF YOU PURCHASE A MEMBERSHIP SUBSCRIPTION, IT WILL AUTOMATICALLY RENEW AT THE END OF YOUR CHOSEN SUBSCRIPTION PERIOD FOR A NEW SUBSCRIPTION PERIOD OF THE SAME AMOUNT OF TIME AT THE THEN-CURRENT PRICE FOR SUCH MEMBERSHIP SUBSCRIPTION.

To avoid charges for a new subscription period, you must cancel your Membership Subscription before the end of the then-current subscription period. Deleting your account does not cancel your Membership

Subscription. Recurring fees shall be charged to the credit card you initially provided at the time subscription.

All Membership Subscriptions are non-refundable and there is no right to refunds or credits unless required by law. Although you may notify us of your intention to cancel your Membership Subscription at any time, such notice will only take effect at the end of your then current subscription period. If you have committed to a Membership Subscription option lasting longer than one month, you will not receive a refund for any pre-paid months even if you cancel your subscription prior to the end of that subscription period. If you cancel your Membership Subscription, your subscription will remain active until the end of your then-current subscription period.

You will be given notice of changes to Membership Subscription pricing and an opportunity to cancel your Membership Subscription. If we change these prices and you fail to cancel your Membership Subscription prior to the end of your then-current subscription period, you acknowledge and agree that you will be charged at our then-current, non-promotional pricing for your selected Membership Subscription.

If you wish to opt-out of automatic renewals, change your credit card information, or cancel your Membership Subscription, you can do so at any time by following the instructions in your account settings or contacting us at clifford@boozevacation.com or by such other means as we may provide from time to time. We will attempt to process all cancellation requests within seventy-two (72) hours after we receive your request. We reserve the right to collect fees, surcharges, or costs incurred before your cancellation takes effect.

6. User Account

Before you can make use of certain features of the Service, you may be required to register with the Service and create an account. You agree and warrant that all information you provide to us through the Service, including but not limited to any contact information or registration information, is truthful, accurate, and up-to-date. You further agree to maintain the accuracy of your account information and to inform us promptly of any changes to your information, including but not limited to any changes to your email address.

You are responsible for maintaining the confidentiality of your account and password, and you agree to accept responsibility for all activities that occur under your account. You agree to immediately notify us of any unauthorized use of your account or any other breach of security you become aware of. We are neither responsible for, nor liable, for any loss or other injury that you may incur as a result of someone else using your user account or password, either with or without your knowledge.

By creating an account with the Service, you consent to receive communications from us electronically via the email address associated with your account. Although you can opt-out of receiving promotional communications, we reserve the right to email you informational communications about your account or administrative notices regarding the Service, as permitted under the CAN-SPAM Act.

You are expressly prohibited from selling, trading, or transferring your account (including but not limited to, selling, trading, or transferring emails associated with such account). We have final discretion in granting accounts and reserve the right to reject users without explanation.

7. Submission of Content and User Activity

From time to time, we may make available on the Service certain services, features, or sections that allow users to post or upload materials to the Service. You understand that all information, communications, data, text, software, music, sound, photographs, graphics, videos, messages, or other materials (“**Content**”), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. Therefore, you, and not Company, are solely responsible for all Content that you upload, post, email, transmit, or otherwise make available through the Service.

You represent and warrant that you own or otherwise control all the rights, titles, and interests to any Content that you upload, transmit, or otherwise make available through the Service, that use of any Content you provide does not violate the intellectual property rights or any other rights of any third parties, and that use of Content you provide will not cause injury to any person or entity.

Without limiting the foregoing, you represent and warrant that you will not: (a) provide any Content that is unlawful (according to local, state, federal or international law) or any Content that advocates illegal activity; (b) provide any Content that is defamatory, false, or libelous, or that contains unlawful, harmful, threatening, harassing, discriminatory, abusive, profane, pornographic or obscene material; (c) provide any Content that you do not have a right to provide under law or under a contractual or fiduciary relationship; (d) violates the intellectual property rights of other; (e) provide any Content that contains software viruses or other harmful devices; or (f) impersonate any other person or entity or forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content you provide.

When you post or submit Content to the Service, you hereby expressly grant Company a royalty-free, perpetual, non-exclusive, irrevocable right and license to use, reproduce, adapt, modify, publish, edit, translate, perform, transmit, sell, exploit, sublicense, or otherwise distribute and display Content and any ideas, concepts, know-how, or techniques contained therein for any reason and in any manner it chooses, alone or as a part of other works, in any form, medium or technology now known or later developed, without restriction and without compensation of any kind to you, and you waive all moral rights in all such Content. Therefore, we request that you not provide us Content in which you do not wish to grant us rights.

Company disclaims any and all liability for any Content emailed, transmitted, posted, or otherwise made available via the Service. The opinions expressed in postings or other Content on the Service may not represent the views or opinions of Company or its advertisers, sponsors, affiliated or related entities. We do not represent or guarantee the truthfulness, accuracy, or reliability of any Content. Any Content on the Service is provided “as is.” You understand that by using the Service, you may be exposed to Content and Non-User Content that is inaccurate, offensive, indecent, or objectionable. Under no circumstances will we be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed, transmitted or otherwise made available via the Service. You should be aware that your use of and reliance on Content is at your own risk.

Company has no obligation to review, monitor, delete, or edit the Service, including user Content. However, you acknowledge and agree that Company has the right to do so at any time in its sole discretion, for any reason or no reason, with or without notice. We shall not be liable for any alteration or deletion of any Content. You acknowledge, consent, and agree that Company may access, preserve, and disclose any inappropriate conduct, your account information, and any Content you submit if required to do so by law or in a good faith belief that such access, preservation, or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms; (c) respond to claims that any Content violates the rights of third parties; (d) respond to your requests for customer service; or (e)

protect the rights, property, or personal safety of Company, its affiliates, personnel, other users, and the public.

8. Prohibited Conduct and Activities

Except as expressly provided in these Terms, and without altering the scope of the license granted to you, you are hereby prohibited from: (a) modifying, adapting, translating, copying, reproducing, imitating, distributing, publishing, or reselling the Service or any of the content on the Service; (b) bypassing any technical measures used to prevent or restrict access to any portion of the Service; (c) reverse engineering, decompiling, disassembling, or otherwise obtaining the source code of the Service, except as interpreted and displayed in a web browser; (d) using or attempting to use any data mining, robot, spider, or similar automated or manual data gathering and extraction tools to access the Service's listings or content; (e) circumventing or attempting to circumvent the security of the Service; (f) interfering or attempting to interfere with the proper working of the Service or otherwise engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm Company or users of the Service or expose them to liability; (g) altering or modifying, or attempting to alter or modify any part of the Service; (h) attempting to gain unauthorized access to any portion of the Service or any systems or networks connected to the Service through hacking, cracking, mining, phishing, or any other means; (i) accessing or attempting to access password protected, secure, or non-public areas of the Service, except as authorized by Company; (j) taking any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Service or any systems or networks connected to the Service; (k) using reports, content, electronic documentation, or other materials available on the Service to feed any downstream product, application, or website; (l) engaging in any activity that markets another business or attracts Company users to a third party; (m) making commercial use of the Service or any of its content; (n) using the Service to stalk, harass, bully, or harm another person; or (o) engaging in or promoting illegal activities.

9. Intellectual Property Rights

Unless otherwise noted, all content provided on the Service, including images, illustrations, designs, icons, photographs, video clips, text, and other material, is the property of Company or its suppliers, licensors, talent, partners, or affiliates and is protected by United States and international copyright laws. Any and all content on the Service is either the property of Company or is used by us with the permission of its owner. The compilation of the Service is the exclusive property of Company and is protected by United States and international copyright laws. You agree that you will not take any actions inconsistent with Company's ownership of the Service and content.

The trademarks, logos, and service marks displayed on the Service are owned by Company and other third parties, and the Service's trade dress is owned by Company. All trademarks not owned by Company are the property of their respective owners, and, where used by Company, are used with permission. Nothing contained on the Service may be construed as granting, by implication, estoppel, or otherwise, any right or license to use any trademark. Company's trademarks and/or trade dress may not be copied, imitated, or used, in whole or in part (including use in metatags or in hidden text), without our prior written permission. You agree that you will not take any actions inconsistent with Company's ownership of, or any third party's ownership of, the trademarks and trade dress used on the Service.

Except as we may expressly authorize, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from the materials on the Service, including any copyrighted or trademarked content. You may only use the materials and content on the Service as expressly permitted in these Terms and for no other purpose.

Any unauthorized use of any content or materials on the Service is strictly prohibited and may violate copyright and trademark laws, and/or the laws of privacy, publicity, and/or communications regulations and statutes.

10. DMCA Notice

We respect the intellectual property rights of others and expect users to do the same. In appropriate circumstances, and at our sole discretion, we may terminate and/or disable access to and use of the Service by users suspected of infringing the copyrights (or other intellectual property rights) of others. Additionally, in appropriate circumstances, and in our sole discretion, we may remove or disable access to material on any of our websites or hosted on our systems that may be infringing or the subject of infringing activity.

In accordance with the Digital Millennium Copyright Act of 1998, 17 U.S.C. § 512 (“**DMCA**”), we will respond promptly to claims of copyright infringement reported to our agent designated to receive notifications of infringement claims (“**Designated Agent**”). If you are a copyright owner (or authorized to act on behalf of the owner) and believe that your copyrighted work has been infringed, please submit a written notice to our Designated Agent that substantially includes the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- (ii) Identification of the copyrighted work claimed to have been infringed;
- (iii) Identification of the material that is claimed to be infringing and information reasonably sufficient to help us locate the material;
- (iv) Information reasonably sufficient to permit us to contact you, such as a mailing address, telephone number, and email address;
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) A statement that the information in the notice is accurate, and under penalty of perjury, that you are 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.

The written notice, along with any accompanying items, must be submitted to our Designated Agent at:

ATTN: DMCA Agent (Legal Dep’t)
Going on a Booze Vacation, Inc.
[1814 Round Ridge Road Louisville KY 40207]
[Clifford@Boozevacation.com]

If you send your notice by email, please make sure to write “DMCA Copyright Notice” in the subject line. We will investigate notices of copyright infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

11. Payment Processing

We use a third-party payment processor (the “**Payment Processor**”) to process any payments made through the Service. The processing of payments will be subject to the terms, conditions, and privacy policies of the Payment Processor in addition to these Terms. Company is not responsible for these financial transactions, the security of your financial information with respect to these transactions, and any errors by the Payment Processor. You acknowledge and agree that we are not responsible for any unauthorized charges or other breach of your financial information and/or security.

By making payments through the Service, you agree to pay us—through the Payment Processor or respective App Provider—all charges at the prices then in effect for any use of such payment processing in accordance with the applicable payment terms and you authorize us, through the Payment Processor or respective App Provider, to charge your chosen payment provider (your “**Payment Method**”). You agree to make payment using that selected Payment Method. We reserve the right to correct any errors or mistakes that the Payment Processor makes even if it has already requested or received payment.

The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer, or other provider of your chosen Payment Method. If we, through the Payment Processor or respective App Provider, do not receive payment from you, you agree to pay all amounts due upon demand.

12. Correction of Errors and Inaccuracies; Limitations on Services

The information on the Service may contain typographical errors or inaccuracies, and may not be complete or current. Company therefore reserves the right to correct any errors, inaccuracies, or omissions, and to change or update information at any time without prior notice. Please note that such errors, inaccuracies, or omissions may relate to service descriptions, pricing, and availability. Company also reserves the right to limit the scope of services (including after you have submitted your request). Company apologizes for any inconvenience this may cause you.

13. Links to Third Party Sites

The Service may contain links to third-party websites or other resources, which we may have no direct control and all of which may have their own set of rules and guidelines for usage of their sites and services. Company does not endorse, and we shall not be responsible or liable for, any content, advertising, products, or other materials on or available from such sites or resources.

For your protection, please refer to the terms of service and privacy policies of those respective websites. You acknowledge, understand, and agree that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of, or reliance on, any such content, goods, or services available on such other websites. Company shall not be liable for any errors or delays in the content, goods, or services available on such other websites, or for any actions taken or not taken in reliance thereon. The links are provided “as is” and use of such links is at your own risk.

14. Services and Content Not Medical Services

Booze Vacation is a provider of online and mobile content and community for guys who are ready to level up as they get smarter about how they navigate a world filled with alcohol. We offer general health and wellness content to guide and support guys who find more personal and professional success by taking extended breaks from drinking. While there is third party evidence from research that reducing one’s alcohol intake can assist in achieving a wide array of physical, mental, emotional, monetary, and relationship-based goals, we make no claims, representations, warranties, or guarantees that the Service provides any type of physical, health, or therapeutic benefit. We make no claims whatsoever that engaging with the Service will improve your health or overall well-being. The Service is NOT intended for

individuals suffering from alcohol use disorder or those who otherwise engage in problematic alcohol consumption.

You acknowledge and agree that the services provided to you by Company through the Service do not constitute health care services, medical services, counseling services, therapy services, mental health services, or treatment services of any kind. The services provided to you by Company through the Service are not meant to provide treatment or prevention for any medical condition or disease, including alcohol use disorder or alcohol addiction. None of the services provided to you nor any of the content on the Service should be considered medical advice. Company does not, directly or through its content, represent or warrant that any particular medication or treatment is safe, appropriate, recommended, or effective for you under any circumstance. Company does not endorse any tests, medications, supplements, treatments, devices, products, or procedures.

Any advice or other materials offered through the Service are intended for general information purposes only. They are not intended to be relied upon and are not a substitute for professional medical advice based on your individual condition and circumstances. The advice and other materials we make available are intended to support the relationship between you and your healthcare providers and not replace it.

You are urged and advised to seek the advice of a physician or a medical professional with any questions you may have regarding your health and mental well-being before eliminating alcohol from your life, reducing your alcohol consumption, beginning any new health and wellness regimen, or engaging in physical activities or any other plans that may be referenced, discussed or offered through the Service. You represent to us (which representation shall be deemed to be made each time you use the Service), that you are not using the Service for purpose of seeking medical attention. If any information you receive or obtain from using the Service is inconsistent with the medical advice from your physician, you should follow the advice of your physician. Booze Vacation urges you to consult your physician or other health care provider if you or a loved one has alcohol-related problems.

Company does not represent or warrant that any of its independent contractors or authors of its content are licensed professionals in any jurisdiction, have completed any particular training or educational program, have met any recognized quality requirements, or hold any verification or certification. All employees and contractors must agree to abide by these Terms.

IF YOU ARE EXPERIENCING A LIFE-THREATENING SITUATION OR A MEDICAL EMERGENCY, DO NOT USE THE SITE OR APPS. IMMEDIATELY CALL 9-1-1 OR GO TO THE NEAREST EMERGENCY ROOM.

15. Disclaimer of Warranties

THE SERVICE, ITS CONTENT, AND ANY ASSOCIATED SERVICES ARE PROVIDED BY COMPANY ON AN “AS IS” AND “AS AVAILABLE” BASIS. INFORMATION ACCESSIBLE THROUGH THE SERVICE IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND FOR YOUR CONVENIENCE. YOUR USE OF AND RELIANCE ON THE SERVICE AND ANY CONTENT AVAILABLE IS AT YOUR OWN RISK. YOU ACKNOWLEDGE THAT INFORMATION TRANSMITTED THROUGH THE INTERNET IS NEVER COMPLETELY SECURE.

TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, COMPANY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES

OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, SUITABILITY, AVAILABILITY, ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF CONTENT, AND OF NON-INFRINGEMENT, AS WELL AS WARRANTIES ARISING THROUGH COURSE OF DEALING, USAGE, OR TRADE. COMPANY IS NOT RESPONSIBLE FOR TYPOGRAPHICAL ERRORS OR OMISSIONS RELATING TO PRICING, TEXT, PHOTOGRAPHY OR ANY OTHER CONTENTS ON THE SERVICE.

COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE, TO THE INFORMATION, CONTENT, MATERIALS OR PRODUCTS INCLUDED ON THE SERVICE, OR TO THE FUNCTIONALITY OF ANY SERVICES ASSOCIATED THEREWITH. COMPANY FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICE WILL BE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. COMPANY FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES THAT COMMUNICATIONS BETWEEN YOU AND COMPANY, OR ANOTHER USER OF THE SERVICE, WILL BE SECURE FROM INTERFERENCE, VIRUS-FREE, OR FREE OF OTHER HARMFUL COMPONENTS.

THE SERVICE IS CONTROLLED, OPERATED, AND ADMINISTERED BY COMPANY FROM ITS OFFICES WITHIN THE UNITED STATES. COMPANY MAKES NO WARRANTY OR REPRESENTATION THAT MATERIAL AVAILABLE THROUGH THE SERVICE IS LEGAL, APPROPRIATE, OR AVAILABLE FOR USE OUTSIDE THE UNITED STATES. IF YOU ACCESS THE SERVICE FROM A LOCATION OUTSIDE THE UNITED STATES, YOU ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS AND COMPANY ACCEPTS NO RESPONSIBILITY FOR SUCH ACCESS. ANY OFFER FOR ANY SERVICE OR PRODUCT MADE IS VOID WHERE PROHIBITED.

16. Limitations of Liability

NEITHER COMPANY NOR ANY OF COMPANY'S EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, DISTRIBUTORS, OR LICENSORS WILL BE LIABLE FOR ANY DAMAGES OF ANY KIND, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY OR OTHERWISE), ARISING FROM OR OTHERWISE RELATED TO YOUR USE OF, OR INABILITY TO USE, THE SERVICE, INCLUDING BUT NOT LIMITED TO: (1) DEATH, PERSONAL INJURY, PROPERTY DAMAGE, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOST DATA ,OR LOST PROFIT; (2) ATTORNEYS' FEES; OR (3) ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, COMPANY WILL NOT BE LIABLE FOR ANY DAMAGE TO YOUR COMPUTER, TELECOMMUNICATION EQUIPMENT, OR OTHER PROPERTY CAUSED BY OR ARISING FROM YOUR ACCESSING OR USE OF, OR INABILITY TO USE, THE SERVICE, OR FROM YOUR DOWNLOADING OF ANY CONTENT OR MATERIALS FROM THE SERVICE, OR FOR ANY DAMAGES ARISING OUT OF A THIRD PARTY'S UNAUTHORIZED ACCESS TO AND USE OF YOUR PERSONAL INFORMATION STORED ON COMPANY'S COMPUTERS AND/OR SERVERS. COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND THAT YOU ALLEGE ARISE OUT OF OR ARE RELATED TO YOUR USE OF COMPANY'S SERVICE.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMPANY, OR ITS PARENT, EMPLOYEES, SUBSIDIARIES, AFFILIATES, AGENTS, REPRESENTATIVES, DISTRIBUTORS, OR LICENSORS—WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, OR OTHER THEORY—ARISING OUT OF OR RELATING TO THE USE OF THE SERVICE EXCEED ONE HUNDRED DOLLARS (\$100.00).

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 LIMITATION MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

17. Indemnification and Remedies

You agree to indemnify, defend, and hold harmless Company and its employees, subsidiaries, affiliates, agents, representatives, distributors, and licensors, from and against any claim, judgment, demand, damages, cost, expenses, and liabilities, including reasonable attorneys' fees, which may arise from or be related to: (a) your use of the Service; (b) Content you post or submit to the Service; or (c) your breach of any provision of these Terms or any warranty provided hereunder. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

You agree that if you are dissatisfied with the Service, do not agree with any part of these Terms, or have any other dispute or claim with or against Company with respect to these Terms or the Service, your sole and exclusive remedy is to discontinue using the Service.

18. Choice of Law and Venue

The laws of the Commonwealth of Kentucky shall govern the validity, performance, enforcement, interpretation, and any dispute that may arise between the parties with respect to these Terms, without giving effect to any principles of conflicts of laws. The parties agree that any action or proceeding arising out of these Terms or your use of the Service, whether at law or in equity, must be brought in the state or federal courts located in Jefferson County, Kentucky and you hereby irrevocably and unconditionally consent to the exclusive personal jurisdiction of such courts. You further agree to file any cause of action with respect to these Terms within one (1) year after the cause of action arises. You agree that a cause of action filed after this date is barred.

19. General Terms

These Terms, including any documents referenced herein, represent the entire understanding between you and Company regarding your relationship with Company and use of the Service, and supersedes all other agreements, express or implied, written or oral, between you and Company. These Terms shall not be modified except as provided for herein or in writing, signed by an authorized representative of Company.

If any provision of these Terms is determined to be invalid or unenforceable for any reason whatsoever, the remainder of these Terms shall be enforced to the extent possible, and the offending provision shall be treated as though not a part of these Terms. Company's failure to act with respect to a breach of these Terms by you or others does not constitute a waiver of its rights with respect to that breach or any subsequent breach, nor shall it constitute a waiver of any other rights under these Terms. Notwithstanding any provision of these Terms, Company has available all remedies at law or equity to enforce these Terms. Company shall have the right to assign these Terms and to sublicense any and all of its rights under these Terms.

You acknowledge and agree that the provisions, disclosures, and disclaimers set forth in these Terms reflect a fair and reasonable allocation of risk between you and Company, and is not the result of fraud, duress, or undue influence exercised upon you by any person or entity. Any rights not expressly granted herein are reserved.

The provisions of these Terms that by their sense and context are intended to survive the performance of the Terms shall survive termination of these Terms, including provisions relating to: disclaimer of warranties, licensing, ownership, confidentiality, damage limitations, venue, jurisdiction, and indemnification.

20. Privacy Policy

Company respects and is committed to the security and confidentiality of your personal information. Please review our Privacy Policy, which also governs your use of the Service, to understand Company's privacy practices. By using the Service, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy, which is hereby incorporated by reference into these Terms. A copy of our Privacy Policy can be accessed at [HTTPS://ACROBAT.ADOBE.COM/LINK/REVIEW?URI=URN:AAID:SCDS:US:AB90449A-8A81-3DCC-A4FC-CFB0639632DC].

21. Changes to these Terms

We reserve the right, in our sole discretion, to revise these Terms at any time. Any changes to these Terms will be included in a revised version accessible through the Service. Your continued use of the Service following posting of any changes to these Terms constitutes your unconditional acceptance and agreement to be bound by the changed terms. Accordingly, we urge you to review these Terms at the start of each use of the Service. **If you do not agree to these revised Terms of Use, do not access or use the Service.**

22. Notices

Where required, Company may give notice to you by a general posting in the Service, by electronic mail, or by conventional mail to your address of record. You may give notice to Company by electronic mail or by conventional mail to the address below. If you have any questions about these Terms, the practices of the Service, or your dealings with Company, please contact us at:

Attn: Clifford Stephan
Going on a Booze Vacation, Inc.
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