

Terms of Use
Last Updated: September 8, 2014

Welcome to ELIQXIR.com (the "Website") and our mobile application (the "App"), (the Website, App and other online locations where ELIQXIR provides information, collectively referred to as "Site") offered by ELIQXIR, LLC, an Illinois limited liability company ("we," "our" or "ELIQXIR"). The content and services available on the Site are subject to the following terms of use ("Terms").

By accessing or using the Site you represent and warrant that you are over twenty-one (21) years of age and that you acknowledge and agree that you have read, understand and agree, without limitation or qualification, to be bound by these terms, which include our privacy policy. If you do not agree to these terms or are younger than twenty-one (21) years old, do not use this Site.

We may revise these terms at any time by posting the revised version on the Site which will apply to your use after that date. Your use of the Site after a revision will constitute your acceptance of the revised terms. The date of the last revision is posted at the top of this page.

Privacy Policy

Please review our privacy policy, which also governs your visit to the Site. If you do not agree with the privacy policy, you are not authorized to use the Site. The terms of the privacy policy are incorporated in these terms by reference.

Permitted Users

The Site is provided for the personal use of persons aged 21 years old or older who are US residents. If you are under 21 years of age old do not use this Site.

Your Orders

The Site provides an advertising and payment processing platform for licensed retailers. All orders placed through the Site are accepted, reviewed and ultimately fulfilled by a licensed retailer. All alcoholic beverage sales and/or alcohol transportation and delivery services through the Site are solely transacted between you and the licensed retailer. ELIQXIR does not provide or sell alcoholic beverages or alcohol transportation services and is not a licensed retailer.

In connection with any order placed on the Site, payment is due and payable to ELIQXIR immediately upon sale and must be remitted by a valid third party payment service provider selected by ELIQXIR. You agree to provide accurate, complete, and current information requested for orders placed on the Site, including, without limitation, credit card and other billing information. All purchases are subject to the Terms and any additional terms and conditions, including any fees, imposed by your financial services provider and the third party payment service provider you select, as applicable. You hereby authorize ELIQXIR to debit the total cost of said purchase and to be responsible for all associated charges. Should charges for which you are responsible fail at the time payment is required, you will be responsible for all costs and fees associated with any and all efforts by ELIQXIR, in connection with ELIQXIR's efforts to be paid such amounts due, including but not limited to any attorney fees and other legal expenses. You agree to pay all charges incurred by you or any users of your credit card or other payment mechanism at the price(s) in effect when such charges are incurred. You are also responsible for paying any applicable taxes relating to your orders.

If your order is declined, you will receive a full refund less a \$20.00 restocking fee.

Alcohol Delivery Rules and Restrictions

All orders placed on the Site are subject to the retailer's business hours, delivery rules and any applicable provisions of laws governing the sale and distribution of alcohol in your state of residence. We do not guarantee that a retailer will deliver to all locations or at any time. By completing a purchase on the Site, you agree that an individual twenty-one (21) years of age or older will be present to accept the delivery of alcoholic beverages. All deliveries of alcoholic beverages MUST be signed for by an individual capable of proving he or she is 21 years of age or older. The order signee must provide a valid form of photo identification at time of delivery, as well as any other information or identification requested by the retailer or required by applicable law. Alcoholic beverages cannot be dropped off or left unattended for any reason.

If no person at the delivery address is at least 21 years of age and/or cannot provide valid photo identification of his or her age, the delivery agent will not render services. All products will be cleared from the order and returned to their local vendor(s), and a \$20.00 restocking fee will be charged to your credit card account. No refunds will be issued under this circumstance. We would refund the order amount less the \$20 restocking fee.

The delivery agent reserves the right to refuse to deliver alcoholic beverages for any reason. This reservation includes, but is not limited to, refusing service to individuals who are visibly inebriated.

Products and Product Information

We attempt to be as accurate as possible when describing our products on the Site. However, to the extent permitted by applicable law, we do not guarantee that the product descriptions, prices or other content available on the Site are accurate, complete, reliable, current, or error-free. Unless otherwise prohibited by law, we reserve the right to change or substitute any products offered for sale on the Site, and the prices or descriptions of any products, at any time without any notice or liability to you or any other person. We reserve the right to limit quantities of products sold or made available for sale on the Site and to decline any purchase.

App Users

You are responsible for all access to the App through your mobile device and for bringing these Terms of Use to the attention of all such persons. Use of the App does not include the provision of a mobile device or other necessary equipment to access it. To use the App you will require Internet connectivity and appropriate telecommunication links. We shall not have any responsibility or liability for any telephone or other costs you may incur, including without limitation text messaging fees or wireless costs.

Our App is available for download from third party app stores which are not owned or operated by ELIQXIR. You must comply with any applicable third party terms of agreement when using the App and ensure that your use of the App is not in violation of an app store's terms and conditions, privacy policy, any applicable End User License Agreement or distribution policies, your mobile device agreement or any wireless data service agreement (collectively, "Related Terms"). Each time you download, install, access, use or browse the App, you acknowledge that you have also reviewed and accepted the Related Terms.

Subject to these Terms, ELIQXIR grants you a personal, non-exclusive, non-transferable, limited and revocable license to download, run and use the App (including updates and upgrades that replace or

supplement in any respect and which are not distributed with a separate license and any documentation) for personal use only on devices owned or controlled by you as permitted by the usage rules of the app store and in accordance with these Terms ("User License"). Any use of the App in any other manner, including, without limitation, resale, transfer, modification or distribution of the App or text, pictures, music, barcodes, video, data, hyperlinks, displays, and other content associated with the App is prohibited. These Terms and Related Terms also govern any updates to, or supplements or replacements for, this App unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

Intellectual Property

You agree that the Site and its content, including without limitation any patents, copyrights, trademarks, inventions or any other intellectual property rights, are owned by ELIQXIR for our affiliates, partners or licensors.

All content available on the site, including but not limited to text, graphics, logos, buttons, icons, images, audio, video, data compilations and software, and the compilation thereof, and the look and feel of the site, is the copyright and property of ELIQXIR our affiliates, partners or licensors, and is protected by United States and international copyright laws. The trademarks, service marks, logos, slogans, trade names and trade dress displayed on the Site are the registered and unregistered marks of ELIQXIR, our affiliates, partners or licensors, in the United States and other countries, and are protected by United States and international trademark laws.

Except as set forth in the limited license section below, or as required under applicable law, neither the copyrights, trademarks, other intellectual property nor any portion of the Site may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our prior written consent.

Limited License

We grant you a limited, revocable, and non-exclusive license to access and make personal use of the Site. This limited license prohibits and does not permit you to: (i) frame or utilize framing techniques to enclose the Site or any portion thereof; (ii) modify, download, reverse engineer or decompile the Site or content (except caching or as necessary to view the Site); (iii) make any use of the Site or content other than personal use; (iv) create any derivative work based upon the Site or content; (v) collect another's account information for the benefit of yourself or another party; (vi) use any meta tags or any other "hidden text" utilizing our name or the trademarks or to otherwise use the trademarks; (vi) use software, automated devices, robots, spiders, crawlers, scripts or similar data gathering and extraction tools or otherwise collect and/or use any product listings, descriptions, price or similar information; or (vii) take any other action that may impose an unreasonable burden or load on our infrastructure or interfere with the operation of the Site or that may adversely affect performance of the Site or restrict any other user or ELIQXIR from using or enjoying the communication services or the Site.

Any unauthorized use by you of the Site terminates the limited license set forth in this section without prejudice to any other remedy provided by applicable law or these terms.

Your Account

Some areas of the Site may require you to create an account on the Site by registering with us or using third-party sign on services (e.g. Facebook Connect). If you use a third-party sign on service, you expressly authorize ELIQXIR to access your account information maintained by identified third-party

data service providers, on your behalf in connection with your use of the Site. Your registration is subject to our review and approval and we reserve the right not to approve, or withdraw approval of, your registration at any time for any reason. In registering an account, you agree to provide, maintain and update information that is true, accurate, current and complete about yourself.

When you register an account, you will select a email address/username and password to be used to access your account. You are responsible for maintaining the confidentiality of your account, username and password and for restricting access to your account. You agree to accept responsibility for all activities that occur under your account, username and/or password. We reserve the right to refuse service and/or terminate accounts without prior notice if you violate these terms or if we decide, in our sole discretion, that it would be in our best interests to do so.

Third Party Links

The Site may contain links to sites or other online locations operated by other parties. We provide these links as a convenience, and use of these sites or other online locations is at your own risk. The linked sites or other online locations are not under the control of ELIQXIR, and we are not responsible for the content available on the other websites or other online locations. These links do not imply ELIQXIR's endorsement of information or material on any other website or online location and ELIQXIR disclaims all liability with regard to your access to and use of the links or linked websites or other online locations or content. You should carefully review the terms and conditions and privacy policies of all linked websites or other online locations that you visit.

Social Media

Our Site may contain social media features such as the Facebook Like button and widgets for other social media such as Pinterest, Twitter, and Instagram. These social media features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our Website. Your interactions with these features are governed by the privacy policy and terms of use of the company providing the feature or widget. You should carefully review the terms and conditions and privacy policies. Please be mindful that not all accounts, usernames, sites, handles, pages etc. that make use of the name "ELIQXIR" are actually provided by us. Additionally, we may not respond to comments or questions posted via social media. If your submission to our social media pages or feeds contain questions or comments for ELIQXIR, we may respond publicly or privately; however, we encourage anyone with questions or comments to contact us at info@ELIQXIR.com.

Reviews, Comments, Communications, and Other Content

The Site may contain areas for you to post reviews, share your story, submit comments and other content, and message or communication facilities to enable you to communicate with other users, the Site and ELIQXIR. You acknowledge that your submissions may become available to others on the Site and elsewhere. You agree to post only submissions or materials that are appropriate for general audiences and not confidential or private.

In addition to your obligations stated elsewhere in these terms, you also agree that the following actions are prohibited and a material breach of these terms, including but not limited to any action to:

(1) aggregate, copy, duplicate, publish or make available any content to third parties outside the Site in any manner;

(2) defame, abuse, harass, stalk, threaten or otherwise violate the privacy or publicity rights of others, or impersonate anyone else or misrepresent your identity or affiliation;

(3) publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, pornographic, offensive, infringing, obscene, indecent or unlawful topic, name, material, content or information;

(4) upload or download files that contain any content protected by intellectual property laws or other laws, unless you own or control the rights or interests or have received all necessary consents or permissions;

(5) upload or transmit files that contain viruses, mal-ware, disabling code, corrupted files, or any other similar software or programs that may damage the operation of another's computer;

(6) use the Site to make available unsolicited advertising or promotional materials, spam, pyramid schemes, chain letters, or similar forms of unauthorized advertising or solicitation, or hack or violate any security measures;

(7) falsify or delete any author attributions, legal or other notices, or proprietary designations or labels of origin or source; or

(8) engage in any other action that, in our judgment, exposes us or any third party to potential liability or detriment of any type.

If you post content or submit material, you grant ELIQXIR and our affiliates a nonexclusive, royalty-free, perpetual, transferable, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, sell, assign, translate, create derivative works from, distribute and display any such content in any form throughout the world in any media whether now known or hereafter developed, alone or as part of other works. You further grant ELIQXIR and our affiliates the right to use the name that you submit in connection with such content in our sole discretion. You represent and warrant that you own or otherwise control all rights to the content that you post, that the content is accurate, use of the content does not violate these terms and will not cause injury to any person or entity. You waive the opportunity to inspect or approve such use, and any obligation to identify you in connection with a submission. You agree to indemnify ELIQXIR, its subsidiaries, affiliates, partners or licensors, and their respective officers, agents, partners and employees, against any loss, liability, claim, or demand, including attorneys' fees, relating to content you supply to the Site. It is our policy to decline any unsolicited suggestions or ideas. In addition to the foregoing regarding submissions, any unsolicited suggestions or ideas will be treated as non-proprietary and non-confidential and will not be returned. We may use any intellectual property or other rights in any submission for any purpose, including, without limitation, for developing, manufacturing, distributing and marketing new products.

ELIQXIR may, but is under no obligation to, monitor and edit or remove any activity or content at its sole discretion. we take no responsibility and assume no liability for any content posted by you or any third party. ELIQXIR does not necessarily endorse any opinion or statement contained in any submission.

Notice and Procedures for Making Claims of Copyright or Intellectual Property Infringement

We may, in our sole discretion, disable and/or terminate use by users who infringe the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright

infringement, or that your intellectual property rights have been otherwise violated, please provide our copyright agent a notice containing the following information:

- (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- (2) a description of the copyrighted work or other intellectual property that you claim has been infringed;
- (3) a description of where the material that you claim is infringing is located on the website (providing url(s) in the body of an email is the best way to help us locate content quickly);
- (4) your name, address, telephone number, and email address;
- (5) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- (6) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our copyright agent for notice of claims of copyright or other intellectual property infringement can be reached by sending an email to info@ELIQXIR.com.

Disclaimer of Warranties

The Site and all content on the Site is provided to you on an "as is, as available" basis without warranty of any kind. We make no representations or warranties that use of the Site will be uninterrupted or error free, or as to any results that may be obtained by use of the Site. To the extent permitted by applicable law, we expressly disclaim all warranties, express or implied, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. We make no warranty as to the accuracy, completeness, reliability or availability of the Site or any content available through the Site. Neither ELIQXIR nor any of its subsidiaries, affiliates, partners or licensors, and their respective officers, agents, partners and employees shall be liable to you or any third-party relating to the purchase, sale, delivery and/or consumption of the alcoholic beverage or any consequences which may result thereof. You expressly agree that your use of the Site is at your sole risk.

Limitation of Liability

Under no circumstances shall we or our affiliates, partners or licensors be liable to you or any other person for any indirect, incidental, consequential, or punitive damages arising out of or relating to these terms, or access to or use of the Site or its content, or submissions to the Site, even if ELIQXIR has been advised of the possibility of such damages. ELIQXIR is not responsible for the sale, service, transportation or delivery of alcoholic beverages and is not liable for damages resulting therefrom. Your sole and exclusive remedy hereunder shall be for you to discontinue your use of the Site and terminate these terms. These limited remedies shall apply notwithstanding any failure of their essential purpose. Certain state laws do not allow limitations on implied warranties or the exclusive or limitation of certain damages so these limitations and exclusions apply to you to the extent permitted by applicable law. You agree that our total liability in the aggregate for any claims made by you or any third party shall not exceed Five Hundred Dollars (\$500).

Indemnification

You agree to indemnify, defend and hold ELIQXIR, its subsidiaries, affiliates, partners or licensors, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, due to or arising out of (a) your use of or any reliance on the Site or any of its content, products, services or activity; (b) any content or materials posted on or submitted to the Site by you or third parties; (c) a breach of these terms or the privacy policy, any applicable laws or regulations, or our rights or those of any third party; (d) any activity related to your account or any person accessing the Site using your account, (e) the processing of the alcoholic beverage order; (f) your fraudulent, negligent or willful conduct; (h) the purchase of the alcoholic beverage(s); (i) the delivery of the alcoholic beverage(s); and (j) consumption of the alcoholic beverage(s), and/or any consequences which result thereof.

Disputes and Applicable Law

These terms shall be governed by, and will be construed under, the laws of the state of Illinois, United States of America, without regard to choice of law principles. You agree that any dispute which may arise out of, under, or in connection with your visit to or use of the Site shall be submitted to binding arbitration in Chicago, Illinois, administered by the American Arbitration Association in accordance with its rules, and the judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. However, to the extent you have violated or threatened to violate our intellectual property rights or the intellectual property rights of our affiliates, partners or licensors, we may seek injunctive or other appropriate relief in any court and you consent to exclusive jurisdiction and venue in any such court. You agree that no claim arising out of these terms of use or your use of the Site may be brought as a class action, and no arbitration under these terms shall be joined with an arbitration involving any other party under these terms, whether through class arbitration proceedings or otherwise.

The Site is controlled in the United States and directed to individuals age 21 years or older and residing in the United States. Those who choose to access the Site from locations outside the United States do so on their own initiative, and are responsible for compliance with local laws if and to the extent applicable. Access to the Site is prohibited from jurisdictions where the Site or content is illegal or penalized. ELIQXIR reserves the right to limit the availability of the Site and content to any person or jurisdiction in its sole discretion.

Termination

You may terminate these terms by providing written notice to us. Upon such termination, you shall cease all use of the Site and we shall be permitted to delete your account and any and all information associated therewith.

We may, with or without prior notice, terminate any of the rights granted by these terms. you shall comply immediately with any termination or other notice, including, as applicable, by ceasing all use of the Site.

Notice Required by California Law

Pursuant to California civil code section 1789.3, California residents are entitled to the following specific consumer rights notice:

The name of the provider of this service is ELIQXIR, LLC: Complaints regarding the service or requests to receive further information regarding use of this service may be sent to the above address or to info@ELIQXIR.com.

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N112, Sacramento, CA 95834 or by telephone at (916) 445-1245 or (800) 952-5210. Hearing impaired persons may call TDD (800)-326-2297 or TDD (916)-928-1227.

General Information

(a) You acknowledge and agree that these terms of use, which include our privacy policy and other terms and rules referenced herein, constitute the complete and exclusive agreement between us concerning your use of the Site, and supersede and govern all prior proposals, agreements, or other communications. (b) Nothing contained in these terms shall be construed as creating any agency, partnership, or other form of joint enterprise between us. (c) Our failure to require your performance of any provision hereof shall not affect our full right to require such performance at any time thereafter, nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself. (d) In the event that any provision of these terms and conditions shall be unenforceable or invalid under any applicable law or be so held by any applicable arbitral award or court decision, such unenforceability or invalidity shall not render these terms unenforceable or invalid as a whole. we will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, our original objectives and intent as reflected in the original provision.

Questions?

If you have any questions regarding these terms and conditions, please contact us at (515) 491-4212 or at info@ELIQXIR.com.

Privacy Policy
Last Updated: September 8, 2014

Thank you for taking the time to read our privacy policy for ELIQXIR.com (the "Website") and our mobile application (the "App"), (the Website, App and other online locations where ELIQXIR provides information, collectively referred to as "Site") offered by ELIQXIR, LLC ("we," "our" or "ELIQXIR"). This privacy policy describes how ELIQXIR collects and receives information about you through the Site and any off-line communications with you such as telephone, e-mail and personal communications ("Off-Line"). This Privacy Policy together with the Terms of Use govern your use of the Site and ELIQXIR's collection and use of your information both through the Site and Off-Line.

Please read this privacy policy before using the Site. We reserve the right to change this privacy policy at any time. Should the privacy policy be revised, the date of the last revision will appear at the top of this page. The new privacy policy will apply only to the information collected after the revision date. We will seek your permission for any material changes in how we use your information that apply to previously collected information.

By accessing or using the Site, you acknowledge that you have read, understand and agree, without limitation or qualification, to be bound by this privacy policy. If you do not agree to this privacy policy, please do not use the Site.

In addition to this privacy policy, you agree that the following provisions in the terms of use also govern ELIQXIR's collection and use of your information: acceptance of the terms of use, indemnity, disclaimers and limitation of liability; disputes and applicable law; and general information.

Permitted Users

This Site is not directed to, and we do not knowingly collect information from persons under the age of 21. If you are under 21 years of age and have entered this Site by providing a false date of birth, you must immediately discontinue your use of the Site.

If you are a parent or guardian and believe that we may have inadvertently collected personal information from your child, please notify us immediately by sending an email to info@ELIQXIR.com.

What We Collect From You

We may collect information from you in a number of ways. For example, we may collect personal information from you if you choose to create an account with us, complete an online survey or feedback form, sign up to receive communications from us, email us, or order any products or e-gift cards. We may ask you to provide information such as your contact information (name, email address, mailing address, telephone number), age, gender, and products or the brands of products you use. If you place an order through the Site, we also will collect your delivery and billing addresses and credit card or other payment method information (type, number, expiration date, card security code), whether directly or using APIs provided by third party payment processors. We will collect or generate information about your transaction history and interaction with the Site.

How We Collect Other Information

We may collect location information provided either by a mobile device interacting with our App or associated with your IP address or WiFi network, and other information that is not otherwise publicly available. We also may collect non-personal information about your use of the Site such as your IP

address, usage statistics, browsing history, type of computer operating system you use (e.g., Microsoft Windows or Mac OS), the type of browser you use (e.g., Firefox, Chrome, Safari, Internet Explorer), and the domain name of your internet service provider. We also may collect information using cookies, web beacons or similar technologies, or through third parties using similar technologies. A “cookie” is a piece of data stored on your computer. When you visit the Site, your web browser may store cookies on your computer, which will better enable you to navigate the Site upon return. You may use the Site even if you choose to reject or delete the cookies. Cookies also may be used by some of the other Sites for which a link is placed on the Site. We may combine this non-personal information with personal information, and will treat the combined information as personal information.

ELIQXIR may use Google Analytics (or a similar service) to collect non-personal information relating to your use of the Site. Google Analytics is a web analytics service provided by Google, Inc. (“Google”). Google Analytics mainly uses cookies to report on your interactions on the Site and help analyze how users use the Site. For more information, including privacy controls you can exercise over how your data is collected by Google Analytics, or to read Google Analytics' privacy policy, please go to: <http://www.google.com/analytics/learn/privacy.html>

Use of Collected Information

We may use any of the information we collect from you to serve you, respond to you, provide customer service and improve the Site and our products and services, including:

- process your orders, and process payments;
- provide information such as your address and telephone number to a third party such as a local licensed off-premise retailers or liquor store to deliver an order;
- alert you to new features, products, events, or services;
- process and respond to your customer service request or feedback;
- contact you about your account or profile;
- improve the Site and create marketing plans;
- implement credit fraud protection and risk reduction measures;
- make other marketing offers from our affiliates and marketing partners that we think may be of interest of you;
- enforce the terms of service; and
- for any other reason you provided the information.

Sharing with Third Parties

ELIQXIR may disclose the information it collects about you to:

- our affiliates and to merchants, licensors, activity and event partners and sponsors, and other third parties for their own marketing purposes, such as to provide information to you about their new developments, special events, programs, services, activities, products, attractions, stores, restaurants, promotions and sweepstakes activities, and other important information;
- to local licensed off-premise retailers and liquor stores; our service providers, sponsors, and others who help ELIQXIR provide the Site to you;
- third parties to provide analytics or to confirm or update information provided by you;
- third parties in the event of any reorganization, merger, sale, joint venture, assignment, transfer or disposition of all or any portion of ELIQXIR's business or operations (including without limitation in connection with bankruptcy or any similar proceedings); or
- as otherwise authorized by you.

We also may share your personal information in response to a subpoena, legal order or official request; when we believe you have acted in violation of the Terms of Use; to investigate, prevent or take action regarding suspected illegal activities, fraud or potential threats; to exercise legal rights or defend against claims; or as otherwise permitted or required by law.

We also may use, share or sell non-personally identifiable information with third parties. Additionally, we may take personally identifiable information and de-identify it and share it or sell it in a de-identified or aggregated form with advertisers, business partners, and/or third parties in order to analyze usage of the Site services on or related to the Site or others' sites; improve our services; improve our user experience; or for similar purposes. We will not re-identify such data and we will ask our contracting parties to agree to keep the data in its de-identified form.

Opt-in Communications

By voluntarily submitting information, you agree that we are authorized to transmit to you and you opt-in to receive email, text message, and other communications for the purpose of informing you about your order, transaction, inquiry, account or profile. In addition, if you register an account or provide your email or mobile address to sign up to receive electronic newsletters, updates and promotional emails from us, you agree that we are authorized to send to you and you opt-in to receive information and promotional emails, text messages and other communications. You are solely responsible for any text message or data charges or other charges that may be applied by your wireless carrier or other service for text messages or other communications.

Opting-out of Communications

You may opt-out of receiving future opt-in communications from us. You may change your preferences at any time by revising your account profile by un-checking the boxes for opt-in communications. You may also click the "unsubscribe" link at the bottom of any emails you receive from us and follow the instructions provided. You may discontinue the receipt of future text message by texting the word STOP to any text message you receive from us.

Third Party Links

The Site may contain links to or from other websites, including. Please be aware that we are not responsible for the privacy practices of other websites. This privacy policy applies only to the information we collect on our Site. We encourage you to read the privacy policies of other websites you link to from our Site or otherwise visit.

Updating Your Information

You are responsible for keeping your information current. You may update your information by contacting us at info@ELIQXIR.com. We will use reasonable efforts to process any change you make; provided, however, that requests to delete information are subject to ELIQXIR's internal reporting, processing and retention policies and all applicable legal obligations.

Notice of California Privacy Rights

If you are a California resident and have provided personal information to ELIQXIR, you are entitled by law to request certain information regarding any disclosure that may have been made by ELIQXIR to third parties of personal information for their direct marketing purposes. To make such a request, contact us at: info@ELIQXIR.com.

The request should specify that you seek your “California Customer Choice Privacy Notice.” Please allow thirty (30) days for a response. ELIQXIR is required to respond to only one request per customer each year, and is not required to respond to requests made by means other than through the above email address.

We will not share your personal information with third parties for their direct marketing purposes if you request that we do not do so. You may make such a request by sending us an email at info@ELIQXIR.com.

When contacting us, please indicate your name, address, email address, and what personal information you do not want us to share with third parties for their direct marketing purposes. Please note that there is no charge for controlling the sharing of your personal information or for processing this request.

Security

ELIQXIR uses reasonable administrative, physical and electronic security measures to protect against the loss, misuse and alteration of personal information. No transmission of data over the internet is guaranteed to be completely secure. It may be possible for third parties not under the control of ELIQXIR to intercept or access transmissions or private communications unlawfully. While we strive to protect personal information, neither ELIQXIR nor our service providers can ensure or warrant the security of any information you transmit to us over the internet. Any such transmission is at your own risk.

Let Us Know How We Are Doing

If you have any questions, comments, or concerns about our privacy practices, please contact us at info@ELIQXIR.com or (515) 491-4212.