**TERMS AND CONDITIONS**

These Terms and Conditions constitute legally binding agreements made between you, whether personally or on behalf of an entity (“You”), and all Users, and DistilledTrade LLC (“DistilledTrade”) concerning your access to and use of the <https://BarrelHarbor.org> website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). Unless explicitly stated otherwise, any features or services added to the Site are also subject to these Terms and Conditions.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND DO NOT ENTER THIS SITE OR USE THIS SITE UNLESS YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU ENTER OR USE THIS SITE, THE TERMS HEREIN BECOME BINDING ON YOU WHETHER OR NOT YOU HAVE READ THEM.

By using, accessing, or visiting the Site, signing up, or by clicking “I accept” or “I agree” to this Agreement when this option is made available to you, you accept and agree to be bound and abide by this Agreement and its terms and conditions and our Privacy Policy found at <https://www.iubenda.com/privacy-policy/80266340>, which is incorporated herein by reference. If you do not understand or agree to the terms and conditions of this Agreement or the Privacy Policy, you must not visit, access, or use the Site. The Site is offered from and made available in the United States to visitors and members who are twenty-one (21) years of age or older, and who reside in the United States or any of its territories or possessions. By using the Site, you represent and warrant that you are twenty-one (21) years of age or older and agree to be bound by these Terms and Conditions and by our Privacy Policy, which is incorporated by reference to these Terms and Conditions. If you do not meet all of these requirements, you must not visit, access, or use the Site.

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15. **Users’ Agreements Prior to Using Site.**

**BEFORE USING THIS SITE, YOU MUST AGREE that by using** [**https://BarrelHarbor.org**](https://BarrelHarbor.org) **(or other sites under these terms and conditions, you agree to the following terms regarding your use of the Site and the Services offered on the Site.**Before using the site, you must read and accept all of the terms contained in, linked to, and incorporated into DistilledTrade’s Terms and Conditions (hereinafter “Agreement” or “Contract”). You signify you accept the terms herein by using this Site in any manner and in any capacity, or by affixing your electronic signature or mark of consent to this Agreement.  If you do any of the foregoing, you represent to DistilledTrade that you have read this entire Agreement, as well as the linked pages of the Site incorporated herein and made a part hereof, and agree that the terms of this Agreement will apply whenever you use the Site and its related services in any way.

For information on how DistilledTrade collects, uses and shares any personal information, please see our Privacy Policy.

1. **Defined Terms.**

Terms when uses in this Agreement have the meanings set forth below:

**“Affiliate**” means, with respect to an entity, another entity or individual that now or later owns, is owned by or is under common ownership or control with, directly or indirectly, the first entity.  For the purposes of the foregoing, “own”, “owned”, or “ownership” means ownership, either directly or indirectly, of fifty percent (50%) or more of the shares or other equity interests entitled to vote for the election or directors or an equivalent body, or the ability to direct the same by contract or agency or similar arrangement.

**“Agreement”**is used in this Agreement as (1) a noun referring to this Agreement, or (2) a verb indicating your consent to be bound by this Agreement. See “Consent” below.

“**Aggregated Data**” means aggregated data derived from User Information and transaction information from the Site, which data cannot be used to identify any User of the Site.

“**Applicable Law**” means all laws, statutes, regulations or requirements of any country, state, locality, province, municipality or other government authority or regulatory agency applicable to us or you in your use of the Site or the Services, including without limitation those relating to: (i) the sale, Transfer, shipment and/or transport of any Item (including alcohol, alcohol related items, or any other Item); (ii) the collection, use or storage of personally identifiable information; (iii) consumer protection laws, including but not limited to the FTC Act, the Consumer Financial Protection Bureau statute (also known as “Dodd Frank”), the Federal Communications Commission statutes and regulations, among others; (iv) ownership of any Item or Intellectual Property; (v) taxation of any person or entity; and/or (vi) duties or tariffs, presence or licensing of brokers; (vii) commercial and contract law; (viii) telemarketing law; (ix) privacy law in effect at the time of the relevant conduct; (x) advertising and marketing law.”

**“Automated calls or text messaging”** means calls, text messages, or other electronic messaging from us, including recorded voice messages, autodialed calls, text messages, or calls and messages placed by other automated technologies currently in existence or hereafter developed.

“**Buyer**” means a Registered User who makes an offer, or completes a purchase related to a Listing on the Site.

“**Company**” means the Registered User’s company or other business or governmental entity specified by you upon registration as a User of the Site.

**“Comments”**means, with respect to submissions by any User, all reviews, comments, feedback, postcards, letters, suggestions, ideas or other submissions, disclosed, submitted or offered to BarrelHarbor.org on the site or otherwise, in connection with a User’s use of the Site.  (See section 11(e).)

**“Consent to this Agreement”**means your consent to each and every one of the provisions of this agreement, as evidenced by your doing any or all of the following: (i) checking the box where you agreed to this User Agreement and acknowledged reading our Privacy Policy; or (ii) using the Site or Linked Sites; or (iii) otherwise indicating your agreement to this User Agreement.

“**Content**” means materials, including images, text, illustrations, designs, icons, photographs, programs, music clips or downloads, video clips and written and other materials (in whatever form or medium).

“**BarrelHarbor.org Content**” means all Content other than your own Postings, Listings, Comments, and the Content of your advertisements when using the Self-Service Ad Platform.

“**BarrelHarbor.org Parties**” means DistilledTrade LLC, BarrelHarbor.org, its Affiliates, and their respective officers, directors, employees, agents, and third-party licensors.

“**BarrelHarbor.org Privacy Policy**” means BarrelHarbor.org’s Privacy Policy, which is hereby incorporated into this Agreement.

“**Fees**” means the fees for Services offered on the Site.

“**Intellectual Property**” means any and all rights of a party in and to such party’s patents, copyrights, trademarks, trade secrets, trade dress, mask works, publicity rights and other such rights, existing, from time to time, in any applicable jurisdiction under patent law, copyright law, moral rights law, trade secret law, semiconductor chip protection law, trademark law, service mark law, unfair competition law, or other similar Applicable Law.

“**Item**” means alcohol, alcoholic items, and other alcohol related items appearing in a Listing on the Site.

**“Linked Sites”**means sites reached by hyperlink.

“**Listing**” means a Seller’s description of an Item for sale on the Site, including all Content found therein.

“**Losses**” means liability, losses, damages, judgments, costs and/or expenses (including reasonable attorneys’ fees as well as court fees) incurred by a party.

**“Optional Services”**means optional listing enhancements offered by the Site at additional cost to Seller.

**“Personal Information”**means information that can be used to identify an individual, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, including name, address, social security number, account numbers, and certain metadata broadcast by electronic equipment.

“**Post/Posting**” means text, graphics, pictures and other Content that you post on the Site, including for Sellers, any of Seller’s Listings.

**“Registered Users”**means a user who has registered to use this site.

“**Self-Service Ad Platform**” means the self-service advertising platform provided on the Site, allowing Users to contract for placement of advertisements on the Site.

“**Seller**” means a User that Posts a Listing in order to sell Items on the Site.

“**Services**” means the services made available through the Site to Buyers, Sellers and Users.

“**Site**” means <https://BarrelHarbor.org>, any of its subdomains, or any other Web site on which a link to this Agreement appears.

“**Support System”** means the user support system that may be accessed on the Site or contacted via email at [support@barrelharbor.org](mailto:support@barrelharbor.org).

**“Undertaking”**means a formal pledge or promise made by one party (i.e., You) to a contract (this Agreement), knowing that the other party (BarrelHarbor.org and its affiliates) will rely on that promise to their detriment in performing their duties under the contract.

**“Unregistered Users”**means Guests, users of the Help and chatbot facilities including Casual Users and other visitors or browsers etc.

“**User**” means any person or company using the site either as an Unregistered User, Registered User, or in any other way, including by interacting with Help, messaging BarrelHarbor.org, selling products or services, purchasing products or services, selecting links on the site, or engaging in such other uses as are available now or in the future. “Users” is a general category encompassing anyone engaging with the Site, which includes: Casual Users, Unregistered Users, Registered Users, and all other visitors to or browsers of the site.

“**User Information**” means all information you provide to us about you or your Company (including name, address, email address, mobile phone number and other information associated with your account) for the purposes of identification, verification, registration, or as volunteered by you for your own reasons.

“**You**” means both (i) the individual registering as a user of the Site or the existing user of the Site now agreeing to this Agreement, as the case may be, and (ii) if applicable, your Company.  You and your Company, if any, are jointly and severally liable for your obligations under this Agreement.

1. **Description of Service.**

The Site is operated only as an advertising and research service; DistilledTrade is not a party to any transaction between Buyers and Sellers. The Site contains research, advice, resources, and other content, including user-generated content, (collectively, the “Content”) for individuals to connect with each other, with DistilledTrade, and with relevant advertisers.

The Content is for general information purposes only. The Content may include errors or omissions, and it may include material collected from and provided by third parties that we have not verified or reviewed. DistilledTrade makes no guarantees regarding the accuracy or reliability of any of the Content, and you should not rely on it without independent verification. However, we make an effort to provide high quality, useful information to our users. We reserve the right at any time to modify, update, suspend or discontinue all or part of the Website and/or the Content, including your account(s) and any content that you create, with or without notice to you. You agree that DistilledTrade will not be liable to you or to any third party for any such modification, suspension, or discontinuation.

1. **Registration and Your Account.**
   1. Users. A User may take advantage of the information offered on this site without becoming a Registered User. There are benefits to registration, including advantages in buying and selling on the site, as well as receiving informational and marketing emails from Partners, with your consent. **However, every User agrees by their use of the Site to the terms and conditions set out herein.**
   2. Registered Users; Eligibility and Accuracy of Information. By registering for an account or using the Site, you affirm and warrant that you are at least twenty-one (21) years of age or older. You must provide true and accurate User Information about yourself in the registration form. It is your responsibility to keep this information up to date. If you register on behalf of a Company, you represent to DistilledTrade that you have sufficient legal authority to form binding contracts under Applicable Law on behalf of your Company, each time that you use the Site. You agree that you will not allow others to use your account, nor will you use your account or the Site on an outsourcing basis or on behalf of third parties. You also agree not to seek to use the Site if you are temporarily or permanently suspended from using the Site. You agree that you are responsible for maintaining the confidentiality of your User ID and that you will not share that information with others. You further agree to and must notify BarrelHarbor.org immediately if you become aware of any unauthorized use of your User ID or any other breach of security relating to your User ID and the Site.
   3. Termination and Suspension. DistilledTrade agrees to provide you access to the Site and the services available on the Site only as authorized in this Agreement, the Privacy Policy and other Linked Sites. If you seek to become a Registered User, we reserve the right to reject your user registration by notifying you of our decision. Even after acceptance, we may terminate or suspend your account and ability to use the Site in our sole discretion, with or without cause and without prior notice to you. If we believe your actions as a User may cause us or other Users legal liability, harm, or loss, we reserve the right to notify other Users of your actions. Should you object to any of the terms of this Agreement or any subsequent modifications thereto or become dissatisfied with the Site and related Services in any way, and should you decide for any reason that you cannot or will not continue to honor your covenants as a User, Registered User or Advertiser (as defined in the Self-Service Ad Platform Terms & Conditions), you must immediately: (i) discontinue use of the Site and Services; (ii) terminate your account; and (iii) notify us of termination. At any such time, you may terminate this Agreement and your account by notifying us in accordance with the “Notices” section below. You may terminate your use of or Registration with this Site at any time, but terminating use and terminating Registration does not terminate your obligations under this Agreement with respect to the provisions of Paragraphs 4 [Registration and Your Account], 5 [Fees for Use of Site], 6 [DistilledTrade’s Role In Listing and Sale of Items], 10 [Third Party Activities on the Site], 11 [Content, Intellectual Property, and Restrictions on Use of Site], 12 [Our Limits of Liability], 13 [Governing Law and Dispute Resolution], or 14 [General Provisions]. Nor does your termination or cancellation of registration affect any active transactions that you may have pending, or any pending financial obligations, or other uncompleted business.  Your account will be deemed inactive and closed if there is no activity on your account for one (1) year. In the event your account is closed or terminated, it will be marked inactive in our systems, but we cannot delete your User Information or transaction history, unless required by Applicable Law.
   4. Changes to Agreement. DistilledTrade reserves the right, in its sole discretion, to amend and supplement this Agreement (including the Privacy Policy and any other document incorporated herein.) If we make material changes to this Agreement, we will notify you by providing notice in our communications or on this site, and by posting the revised terms on our Site, or as otherwise permitted by law. Your continued use of the Site and/or Services after such changes are posted will constitute your agreement to such amended Agreement.
   5. Consent to Use Your Email. By providing your email to this or any of the Linked Sites, or by expressly giving your agreement and/or consent, you agree to the following terms:
      1. *Consent to Certain Emails*: By voluntarily providing your email to this or any of the Linked sites, you signify your express prior written agreement to receive notifications from us electronically to the email address you provided to us. These notifications may include, but are not limited to, messages related to your account, registration, changes and updates to the Site, service outages, any transaction with us, your relationship with us or another User, and marketing and promotional messaging. You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree that you have the ability to store such electronic communications such that they remain accessible to you in an unchanged form. By providing your email address voluntarily, you agree to receive the aforementioned communications and that we may obtain, and you expressly agree to be contacted at, any email addresses provided by you. You agree to receiving the email communications from us even if you cancel your account or terminate your relationship with us, unless and until you opt out (as provided below).
      2. To opt out of receiving certain email communications, or otherwise manage your choices, please see **Your choice section in the BarrelHarbor.org Privacy Policy**.
2. **Fees for Use of the Site.**

DistilledTrade does not charge you to use the Site or the services covered by these Terms and Conditions, unless we state otherwise. BarrelHarbor.org is supported by advertising and sponsorship revenue. DistilledTrade reserves the right at any time to charge fees for access to portions of the Site or the Site as a whole. In no event, however, will you be charged for access to the Site without notice and unless we obtain your prior agreement to pay such charges. Payments, if any, will be processed through Apple App Store, Apple Pay, Google Pay, Google Play and/or Apple iTunes. By using the Site, you agree that we can show you personalized ads and other commercial and sponsored content that businesses, organizations, and other persons pay us to promote on BarrelHarbor.org. DistilledTrade may utilize your personal data, such as information about your activity and interests, to show you personalized ads and sponsored content that may be more relevant to you. DistilledTrade’s Privacy Policy explains how and why DistilledTrade collects, uses, and shares information about User’s when User’s access or use the Site. You understand that through your use of the Site, you consent to the collection of use of this information as set forth in the Privacy Policy.

1. **DistilledTrade’s Role in Listing and Sale of Items.**

Other than in the case of the sale of DistilledTrade’s own branded or other promotional items or those of our Affiliates on the Site, the following terms apply to Items for listed for sale on the Site:

* 1. Only a Venue. The Site is a listing and information service that brings together Buyers and Sellers. DistilledTrade is not a party to any transaction between Buyers and Sellers that originates on or through the Site. You understand and agree that information about a particular Item is supplied by the Seller, not by DistilledTrade, and that DistilledTrade shall have no liability for any aspect of representations about listed items. You agree and by using this Site you signify your understanding and agreement that the warranties on products and other terms applicable to the sale of any Item are determined solely by the Listing.  By using or transacting business on this or the Linked Sites you further indicate your understanding and agreement that the sale price and identity of the Buyer are generated by the automated function of the Site in carrying out the Listing terms input by the Seller and buying instructions input by Buyer. You further agree and understand that DistilledTrade does not act as agent of any Buyer, Seller or other User of the Site; and you further understand and agree that DistilledTrade does not ever take possession of any goods sold on this site, nor receive any funds related to the transaction, other than the fees set forth herein and on the Fees page.

* 1. DistilledTrade Is Not the Seller. You agree and evidence your understanding and acceptance of the following terms by utilizing this Site or any Linked Sites:
     1. DistilledTrade is not involved in the actual transaction between Buyers and Sellers;
     2. DistilledTrade never takes possession of any Items;
     3. DistilledTrade does not participate in the negotiation of terms of sale or trade or terms of delivery of Items; and

* + 1. DistilledTrade neither receives or hold legal ownership or title of Items, nor does DistilledTrade receive, hold, or transfer legal ownership of Items from the Seller to the Buyer.

Nothing in this Agreement is intended to modify the governing provisions of the Uniform Commercial Code (“UCC”) Section 2-401(2) and Section 2-401(2) as implemented in any applicable state, under which legal ownership of an item is transferred upon physical delivery of the Item to the Buyer by the Seller. Unless the Buyer and the Seller agree otherwise, the Buyer will become the Item’s lawful owner upon physical receipt of the item from the Seller.

* 1. Disclaimer About Users and Items. You understand and agree that by using this Site and the Linked Sites, that responsibility for compliance with Applicable Law in your State for the sale, purchase, transfer, and shipment of Items and for conducting due diligence on other Users prior entering transactions rese solely on you as the User of the Site or Linked Sites. Given DistilledTrade’s limited role as outlined in this Section, **you understand and agree that DistilledTrade LLC disclaims any responsibility or liability for Buyers’, Sellers’, or other Users’ representations on this site including, but not limited to, the following:**

1. Seller or Buyers (1) misrepresentation of their identity, location, or authority to enter into contracts, and (2) falsely claiming to be of legal age and capacity to enter into contracts;
2. That a Seller placing a Listing for an Item on the Site is able to or will complete the sale of the Item or delivery of the Item to the Buyer, or that a Buyer making an offer to purchase, or purchasing an Item is able to or will complete the purchase of an Item from a Seller;
3. That a Seller has truthfully and accurately described an Item placed on the Site in the Item’s applicable Listing, that all claims made for the Item are accurate or truthful, or that the Item is faithfully represent by Seller’s listing, text, or pictures;
4. That an Item listed for sale on the Site (1) exists, (2) is safe to buy, hold, or use, (3) is of any particular quality, (4) is non-infringing with regard to the Intellectual Property rights of any person or entity, (5) is free from liens, encumbrances or contractual claims attributable to Seller, or (6) that an Item may be sold by the Seller in compliance with Applicable Law; and
5. That the offer, possession, sale, and/or shipment of an Item complies with any or all Applicable Laws relating to that item in the Buyer’s and Seller’s jurisdictions and personal situations.

* 1. Monitoring of Listings and Postings. DistilledTrade provides Users with tools and instructions for creating Listings to sell Items on the Site and to communicate with other Users on the Site through Posting and otherwise. By using this Site, you acknowledge and agree that DistilledTrade has the right, but not the obligation, to:
     1. Monitor, edit, refuse to post, or remove any Posting or Listing from the Site, for any or no reason in our sole discretion;
     2. Take any action with respect to any Posting or Listing that we deem necessary or appropriate in our sole discretion, including if we believe that such Posting or Listing violates these Terms and Conditions, infringes any intellectual property right or other right or any person or entity, threatens the personal safety of user of the Site or the public or could create liability for DistilledTrade;
     3. Disclose your identity or information about you to any third-party who claims that the material posted by you violated their rights, including their intellectual property rights or their right to privacy;
     4. Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site;
     5. Terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of this Agreement.

Without limiting the foregoing, DistilledTrade has the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. YOU WAIVE AND HOLD HARMLESS DISTILLEDTRADE AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATION BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES. You acknowledge and agree that DistilledTrade cannot and does not undertake to review all material before it is posted on the Site, and DistilledTrade cannot ensure prompt removal of objectional material after it has been posted. You acknowledge and agree that DistilledTrade is not responsible for the consent of Listings or Postings posted by Users. DistilledTrade’s monitoring of Postings and Listings is not intended to verify the accuracy of the information contained therein and may not be relied upon by You for any purpose. DistilledTrade assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any User or third-party. DistilledTrade has no liability or responsibility to anyone for the performance or nonperformance of the activities described in this Section.

1. **Unregistered User’s Covenants to DistilledTrade.**

A User of this Site who does not register with the Site but avails themselves of the products or services offered by the Site (including listings, postings, articles, videos, “help” functions, FAQs, and information) nevertheless makes certain promises to and agreements with DistilledTrade, as evidenced by their visiting and/or using the Site. Those promises include the provisions herein relating to User’s Agreement Prior to Using the Site (Paragraph 1); DistilledTrade’s Role in Listing and Sale of Items (Paragraph 6); Third Party Activities on the Site (Paragraph 10); Content, Intellectual Property and Restrictions on Use of Site (Paragraph 11); Our Limits of Liability (Paragraph 12); Governing Law and Dispute Resolution (Paragraph 13); and General Provisions (Paragraph 14); and the other provisions of this Agreement as may become relevant based on Unregistered User’s specific use.

1. **User’s Covenants to DistilledTrade.**
2. **Seller’s Covenants**
   * 1. Binding Contract. Unless expressly provided for in the Seller’s Listing, Listing an Item constitutes making a binding offer to sell to the applicable Buyer on the terms stated in this Agreement and in the Seller’s Listing if the Buyer’s offer is accepted by Seller as described in this Agreement and elsewhere on the Site. Note that when a Listing includes a fixed price (such as a “Buy Now” price or an “Auto Accept” price) and a Buyer makes an offer to pay the fixed price, the offer is automatically and immediately accepted, and a legally binding contract exists. In addition, when a Listing includes the option to accept offers and a Buyer makes an offer to pay the listed price for an Item, the Buyer’s offer to buy remains active and irrevocable during a period no longer than 48 hours, after which the Buyer’s offer expires. During the applicable period, the Seller may accept or reject the offer. As Seller of an Item, you agree to complete the sale of all listed Items on such terms.
     2. Representations and Warranties. You as Seller of Items on the Site represent and warrant to DistilledTrade during the term of this Agreement that:
        1. All User Information given to us by you and all information communicated to other Users of the Site, whether in a Listing or a Posting, is true, accurate, up-to-date and not misleading;
        2. You have the right under Applicable Law to sell the Items you list and do so free from any liens or encumbrances;
        3. The sale of your Items on the Site, including the Content of your Listings, will not be fraudulent or misleading or involve the sale of counterfeit or stolen items;
        4. Your sale of any item and your listing or posting of text, graphics or any other content does not infringe on any intellectual property of any person or company and you have currently in your possession written authorization from any trademark or copyright holders or other rights holders that you have the legal right to make the sale or use that creative content;
        5. You will not engage in any price manipulation or rigging of any kind on any Item; and
        6. If you post Listings for or sell alcohol utilizing the Site, you agree to comply with all Applicable Law governing the specific requirements for sale, transfer, and shipping of such Items to the applicable Buyer, including without limitation those found in this Agreement and elsewhere on this site (which shall apply regardless of any contrary information contained in a Seller’s Listing), and you agree that you will not sell or ship items contrary to any state and local Applicable Law. You will take the responsibility upon yourself to research and comply with any applicable laws and regulations.   For example, alcohol and alcohol related items may require government-issued proof of age before they can be shipped to certain states, and in some states, certain types of alcohol or alcohol related items may not be sold or shipped at all.
     3. Sales and Other Taxes. To the fullest extent permitted under Applicable Law, you understand and agree that DistilledTrade bears no responsibility for the reporting, payment, collection and remittance of any sales/use tax, VAT tax, transaction tax, transfer tax or any other fee or tax that may be assessed on any sale or transaction conducted through the Site by any jurisdiction having taxing authority over the sale or transaction. Any information made available to Sellers on the Site about sales tax applicability is provided on an “as is” basis, and we do not warrant its accuracy or completeness. You agree and acknowledge that in certain cases, selling on DistilledTrade may subject you to sales tax reporting or remittance obligations in jurisdictions where your volume of transactions would otherwise subject you to such taxation. You and we agree to cooperate reasonably in any tax-related matters or inquiries by taxing authorities. You agree that you are responsible for, and will indemnify us against, any Losses for any sales/use, VAT or similar transaction tax that is or may be assessed by any jurisdiction with respect to sales of Items to Buyers in the jurisdiction (other than taxes on our fees payable to such jurisdiction). You agree to defend, indemnify and hold us harmless from and against any and all Losses that may result from inadequate reporting, payment, collection or remittance by you of any taxes relating to transactions conducted on the Site, except taxes imposed on our fees or income.
     4. License to Listings. By submitting listings or advertising to this Site or the Linked Sites, you grant to us and our Affiliates the right and worldwide, perpetual, non-exclusive, royalty-free license to publish, display, distribute, reproduce, copy and make derivative works of the Listings and other Posting or Content you provide us, in any and all media, including under all copyright, publicity, and database rights in and to the Listing, Posting or other Content you post to the Site, in order to allow us to: (1) list the Items on the Site, (2) update or improve the Site and any relevant Services, and/or (3) make use of such Listings, Postings or Content for uses related to the Site, including electronic or print publications, reference materials, reports or other services or products provided to third parties regarding sales and pertaining to categories of products featured on the Site, provided that any such services or information described in (4) above shall not include any User’s User Information.
3. **Buyer’s Covenants**
4. Binding Contract. Listings by Sellers appear on the Site in several different ways:

**Buying an Item with a Fixed Price or Buy Now:**  Buyer understands and agrees that when Buyer selects a fixed price item, Buyer’s completion of the checkout process creates a legally binding contract.

**Make An Offer:**When a Listing features a “Make An Offer,” Buyer’s tender of an offer to buy creates a legally binding offer to buy if accepted by the Seller.  The Make An Offer shall remain in effect and irrevocable during a period of no longer than 48 hours (or until rejected by Seller), after which the offer to purchase shall expire.  During the stated 48-hour period, the Seller may accept or reject the offer at Seller’s option.

1. Representations and Warranties. You as Buyer of Items on the Site represent and warrant to DistilledTrade that while using this Site**:**
   * + 1. All User Information given to us by you and all information communicated by User to other Users of the Site, whether in a Posting or otherwise, shall be true, accurate, up-to-date and not misleading;
       2. You will not contact any Seller from the Site to conclude sales of a listed Item outside of the Site;
       3. You will not or place an offer to buy Items that you may not purchase under Applicable Law; and
       4. If you place an offer to buy alcohol or any alcohol related items on the Site, you agree to comply with all Applicable Law governing the specific requirements for sale, transfer and shipping of such Items, as well as the terms of this Agreement and any Linked Agreement (which shall apply regardless of any contrary claims by Seller or contained in a Seller’s Listing).
2. **Self Service Ad Platform.**

The Site is intended to provide a means for you, other users, and/or any advertiser on whose behalf you use the Site (“Advertiser”) to promote products and services by purchasing certain ad units offered by DistilledTrade (“Ads”). If you are accepting these terms and conditions on behalf of another individual and/or legal entity, including a business or other entity, you represent that you have full legal authority to bind such entity to this Agreement. As an Advertiser, it is solely your responsibility to ensure that each of your Ads and their Ad materials complies with all applicable laws and regulations, these Terms and Conditions, and any applicable supplemental terms or other written instructions provided to you by DistilledTrade.

When you use the Site to submit an Ad, you will tell us the information required to initiate and target your campaign, which may include the type of advertising you want to buy, the target audience, the maximum amount you want to spend, the start and any end date of your campaign, your objective, and your maximum bid, your daily budget, and total budget. Once your Ad is approved, DistilledTrade will serve the Ad when inventory on the Site becomes available that matches the criteria associated with your Ad, including your bid. When serving your Ad, DistilledTrade will use reasonable means to ensure that the Ad is delivered according to your criteria, but DistilledTrade does not guarantee in every instance that your Ad will reach users with your selected criteria, reach the users that you intended when you selected the criteria, and/or deliver any specific result. You will pay for your use of the Site after your Ad is delivered based on DistilledTrade’s calculation of amounts due and DistilledTrade’s measurement of the applicable billing metrics, such as impressions, views or clicks. Amounts due are exclusive of taxes.

You will not and will not authorize any third party to generate invalid or fraudulent impressions, clicks, or other desired actions with respect to the Site or to use any unauthorized means to extract advertising or performance-related data from the Site. You acknowledge that third parties may generate impressions, clicks, or other desired actions with respect to your advertisements for prohibited or improper purposes. Your sole remedy for any prohibited or improper third-party conduct with respect to the Site is to make a claim for advertising credit within forty-five (45) days of the applicable invoice date (the “**Claim Period**”).

DistilledTrade’s Ad Server shall be the controlling measurement by which your campaign is billed.

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU WAIVE ALL CLAIMS RELATED TO PAYMENTS OR CHARGES UNLESS THE CLAIM IS MADE WITHIN THE CLAIM PERIOD. ANY CREDITS WILL BE ISSUED IN DISTILLEDTRADE’S SOLE, BUT REASONABLE, DISCRETION.

As DistilledTrade cannot ensure delivery of specific advertising content on the Site, guaranteed delivery, even delivery, and make-goods are not available.

By submitting Ads to the Platform, you authorize DistilledTrade to place your Ads, Ad materials, and related approved technology on any property provided by DistilledTrade, including without limitation, BarrelHarbor.org, the BarrelHarbor.org mobile applications and any media and/or technology now known or hereafter devised. DistilledTrade may make certain tools available to you to assist in your development of Ad materials or in your trafficking or targeting decisions (“Supplemental Ads Products”); however, even if you choose to utilize these Supplemental Ads Products, you remain solely responsible for any trafficking or targeting decisions, for destinations or landing pages related to your Ads, and for the advertised products and services themselves. You will not use the Site to disseminate malware, spyware, or other malicious code, or otherwise violate any DistilledTrade Policy, including without limitation using any trafficking decisions and/or targeting in any discriminatory manner.

To ensure consistency with the requirements of the Site, DistilledTrade may make certain formatting changes to your Ads, including, but not limited to, changes to size, placement, and positioning. You further acknowledge and agree that DistilledTrade can use your Ads and related content for DistilledTrade’s own marketing or promotional purposes. In its sole discretion, DistilledTrade may reject, modify, or remove a specific advertisement, campaign, or target at any time.

1. **Third-Party Activities on the Site.** 
   1. Third Party Websites/Vendors. The Site may contain links to, advertisements for, or other Content leading to third-party websites or social media platforms, and/or information or content provided by third-parties, including those of third-party advertisers. The owners and affiliates of such providers are referred to in these Terms and Conditions as “Third-Party Vendors”. You and anyone else who accesses our Site may access advertisements, information, content, and links that might be unlawful, offensive, harmful, inaccurate, or otherwise inappropriate. Such advertisements, information, content, and links do not and shall not be construed as approval or endorsement of such Third-Party Vendors or their websites or social media platforms or pages by DistilledTrade. DistilledTrade will not be liable to you or for any third-party for content provided by Third Party Vendors. DistilledTrade makes no representation concerning the lack of any viruses or other harmful components on any Third-Party Vendor website or social media platform or pages to which our Site links, and DistilledTrade shall have no liability resulting from your use of any such Third-Party Vendor website or social media platform or pages. If you choose to contact, visit the websites, social media platforms, or pages, or transact business with Third-Party Vendors, you do so at your own risk, and your use of their websites, social medial platforms, or pages is subject to any applicable rules and policies of such Third-Party Vendors, including any applicable terms of use agreements or privacy policies of such Third-Party Vendors. DistilledTrade is not responsible for and has no liability for the privacy or other practices of any such Third-Party Vendors. Third-Party Vendors have no authority to act on DistilledTrade’s behalf or to bind DistilledTrade, and we are not responsible for the actions of Third-Party Vendors. You shall be responsible for taking such steps as you deem appropriate to evaluate Third-Party Vendors and their services and products and otherwise protect your interests. DistilledTrade is not and shall not be construed to be a party to any transactions that may be entered into between you and Third-Party Vendors. We recommend that you review the user terms and privacy policies of each website, page, link, social media platform or advertisement that you click on or visit.
2. **Content, Intellectual Property and Restrictions on Use of Site.**
   1. License to Use of Your Content. You agree that by transmitting or Posting any Content on or through the Site or the Linked Sites, you granted DistilledTrade LLC and our Affiliates a worldwide, royalty-free, perpetual, irrevocable, license to use, modify, perform, display, broadcast, reproduce, create derivative works from, transmit, sell or otherwise use, exploit or distribute, at no cost to Barrelharbor.org whatsoever, all such Content and other material (including, without limitation, under all Intellectual Property rights embodied therein), in whole or in part, in any manner or medium (whether now known or hereafter developed), to carry out the Services and for the general business purposes of DistilledTrade and its Affiliates and for any related purpose; provided, however that we will not sell or share your Content with non-Affiliate third parties unless you have granted your consent to the same (which may be in a separate written agreement). We reserve the right to maintain records of Listings and transactions, as may be required by law, and to analyze how people are using our Site, including valuation information. We may sell valuation information to third parties without disclosing the identities of the parties to the transaction.
   2. Restrictions on Your Use of BarrelHarbor.org Content. BarrelHarbor.org Content is the property of DistilledTrade LLC or its licensors and is intended solely for your personal, non-commercial use in connection with the services provided on the Site. No right, title or interest in BarrelHarbor.org Content or any other materials or software is transferred to you as a result of this Agreement or your use of any of the services provided on the Site. You may not download, reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of or exploit in any way, in whole or in part, any of BarrelHarbor.org Content, the Site or any related software, nor may you employ any bots or other means to “screen scrape” (or otherwise extract/ obtain the benefit of) data regarding transactions other than your own from the Site. All software used in creating the Site is the property of DistilledTrade LLC or its licensors and suppliers and protected by U.S. and international copyright laws. Other than in using the functionality supplied to Users of the Site, your use, including the reproduction, modification, distribution, transmission, republication, display, or performance of such BarrelHarbor.org Content for your personal or business use is strictly prohibited.
   3. Copyrights and Trademarks. Unless otherwise noted, all of the BarrelHarbor.org Content constitutes copyright, trademark, service mark, trade dress and/or other Intellectual Property owned, controlled or licensed by us or by third parties who have licensed their materials to us and are protected by U.S. and international Intellectual Property laws. The compilation (meaning the collection, arrangement, and assembly) of all of the BarrelHarbor.org Content on the Site is the exclusive property of DistilledTrade LLC, or its affiliates, and is also protected by U.S. and international copyright laws. All other trademarks not owned by DistilledTrade LLC that appear on BarrelHarbor.org or any affiliated web site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by BarrelHarbor.org. No trademark or service mark license is granted to you as part of your use of the Site. Access to the Site does not authorize anyone to use any name, logo or mark in any manner. You may not use meta tags or other hidden text utilizing DistilledTrade LLC or BarrelHarbor.org’s name or trademarks without the express prior written consent of DistilledTrade LLC.
   4. Abuse of Site. You are prohibited from violating or attempting to violate the security of the Site, or otherwise abusing the Site, including, without limitation, by: (i) using the site for any illegal purpose; (ii) accessing data not intended for you or logging onto a server or an account which you are not authorized to access or with respect to which you have exceeded your authorized access; (iii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (iv) attempting to download, extract or distribute any portion of the code making up any portion of the Site; (v) attempting to interfere with service to any User, host or network, including, without limitation, via means of submitting a virus to the Site, overloading, “flooding,” participating in a distributed denial of service attack, “spamming,” “mailbombing” or “crashing”; (vi) sending unsolicited email, including promotions and/or advertising of products or services via the Site, or using any information about other Users obtained from the Site in order to do so; (vii) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting; (viii) using any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site or bypass any measures used to restrict access to the Site; (ix) using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Site other than the search engine and search agents available from BarrelHarbor.org on the Site and other than generally available third party web browsers; (x) transmitting or Posting or including in any Posting any unlawful, harassing, libelous, abusive or otherwise objectional material of any kind to any person; (xi) collecting information about other Users without their consent. Violations of system or network security may result in civil or criminal liability; (xii) interfering with another’s use of the Site or with the proper functioning of the Site, or (xiii) engaging in any systematic extraction of data or data fields, including, without limitation, email addresses, from the Site or its Users, by use of any automated mechanism, such as web robots, crawlers, spiders or otherwise.
   5. Submissions. By entering comments and/or by submitting reviews, comments, feedback, postcards, suggestions, ideas, and other submissions (collectively referred to as “Comments”) you agree that any Comments submitted or offered to us on the Site or otherwise shall be and remain BarrelHarbor.org property. You agree that your submission or offer of any Comments shall constitute an irrevocable assignment to us of all worldwide rights, title and interest in and to all copyrights and other Intellectual Property in the Comments. As a result, we will own exclusively all such right, title and interest and will not be limited in any way in our use, commercial or otherwise, of any Comments.
   6. Copyrights and Copyright Agent. DistilledTrade LLC respects the rights of all copyright owners and deals with copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA). You may not post, upload, or otherwise place any content or information on the Site that belongs to a third party, unless you have the legal right to do so. If you believe in good faith that your copyrighted work has been reproduced on our Site without authorization in a way that constitutes copyright infringement, please submit a notification alleging such infringement (a “DMCA Takedown Notice”). To be valid, a DMCA Takedown Notice must (1) be provided to DistilledTrade’s designated agent, (“Copyright Agent”), as set forth below, and (2) include the following:
3. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
4. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works;
5. Identification of the material you believe to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material;
6. Information reasonably sufficient to permit the service provider to contact you, including a name, postal address, telephone number, and if available an email address;
7. A statement that you have a good faith belief that use of the material in the manner complain of is not authorized by the copyright owner, its agent, or the law; and a statement that, under penalty of perjury, the information in the notification is accurate and that you are authorized to act on behalf of the owner of the exclusive right allegedly infringed.

DistilledTrade’s Copyright Agent to receive DMCA Takedown Notice is: [support@barrelharbor.org](mailto:support@barrelharbor.org). You acknowledge that for DistilledTrade to be authorized to takedown any content, your DMCA Takedown Notice must comply with all of the requirements of this Section.

If a User’s materials have been removed or blocked by us as a result of a DMCA Takedown Notice, you may send us a counter-notice (“DMCA Counter Notice”) in accordance with Sections 512(g)(2) and (3) of the DMCA asking for the allegedly infringing material to be restored. To file a DMCA counter-notice with us, you must send a written letter by regular mail only (not by email). Weh we receive a DMCA Counter Notice, we will send a copy of the counter-notice to the party who originally requested the removal of the allegedly infringing material and we will reinstate the allegedly infringing material, unless that party obtains a court order supporting removal of the allegedly infringing material and we will reinstate the allegedly infringing material, unless that party obtains a court order supporting removal of the allegedly infringing material. DistilledTrade LLC reserves the right to ignore a DMCA Counter Notice that is not in compliance with the DMCA and DistilledTrade LLC may, but is not obligated to, respond to a noncompliant DMCA Counter Notice.

A DMCA Counter Notice must:

* + - * 1. Describe and list all material(s) that were removed by us and the location at which the material(s) appeared *before* it/they was/were removed. Please provide the specific profile or other unique identifying information so that we may have reasonably sufficient information to identify the material. The information provided should be as detailed as possible;
        2. Provide your name, address, telephone number and email address (if available);
        3. State that you consent to the jurisdiction of the U.S. Federal District Court for the judicial district in which your address is located (Hall County, Georgia if your address is outside of the United States);
        4. State that you will accept service of process from the person (or an agent of such person) who provided the DMCA notice to us;
        5. Include the following statement: “I swear under penalty of perjury, that I have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.”;
        6. The counter-notice must be signed; and
        7. The counter-notice must be sent to our designated DMCA designated agent at the following address:

DistilledTrade LLC

6825 Cherokee Rose Way

Flowery Branch, GA 30542

Please be aware that if you knowingly materially misrepresent that material or activity on the Site is infringing your copyright, you may be held liable for damages (including costs and attorneys’ fees). It is the policy of DistilledTrade LLC to disable the accounts of users who repeatedly post infringing material on the Site.

* 1. Americans With Disabilities Act. DistilledTrade strives to make our Sites’ content accessible and user-friendly. Consistent with this goal, continually strive to meet online usability and design standards recommended by the World Wide Web Consortium (“W3C”) in its Web Content Accessibility Guidelines 2.0, Level AA (“WCAG 2.0 AA”) or other standards to the extent required by the Americans with Disabilities Act (“ADA”). If you are having difficulty viewing the content on the Site or navigating the Site, please contact DistilledTrade at barrelharbor188@gmail.com or as described below under “Notices”.
  2. Parental Control Protections. As required by the Communications Decency Act of 1996, we hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to information and content that may be objectionable or harmful to minors as specified by law. Among the many companies that provide Internet blocking and screening software are CyberPatrol, NetNanny, and SurfWatch. DistilledTrade does not sponsor or endorse or control any of these companies or their services.

1. **Our Limits of Liability.**
   1. DISCLAIMER OF WARRANTIES.

YOU AGREE THAT THE USE OF THE SITE AND THE SERVICES ON THE SITE ARE ENTIRELY AT YOUR OWN RISK. THE SITE AND SERVICES, INCLUDING ALL CONTENT, ITEMS, LISTINGS, FUNCTIONS, AND INFORMATION MADE AVAILABLE ON OR ACCESSED THROUGH THE SITE, ARE PROVIDED ON AN “AS IS” “AS AVAILABLE” BASIS WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESS, IMPLIED, LEGAL, OR STATUTORY, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THIS SITE OR ITS FUNCTIONS WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO ENDORSEMENT OR WARRANTY REGARDING ANY ITEMS POSTED ON THE SITE OR ANY TRANSACTION ENTERED THROUGH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THOUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. WE EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR ANY MISREPRESENTATIONS OR BREACHES COMMITTED BY ANY USER OF THE SITE.

* 1. LIMITATION OF LIABILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DISTILLEDTRADE LLC SHALL NOT BE LIABLE FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OF, OR THE INABILITY TO USE THE SITE OR SERVICES, OR RELATED TO THE INFORMATION, CONTENT AND FUNCTIONS THEREOF, WHETHER GENERATED BY THE SITE, BY ANOTHER USER OR BY UNAUTHORIZED ACCESS TO THE SITE, DELAYS OR DISRUPTIONS IN OUR SITE, ACTIONS TAKEN BY THIRD PARTIES THROUGH OUR SITE, ACTIONS TAKEN RELATED TO YOUR ACCOUNT, OR VIRUSES OR MALWARE OBTAINED BY USING OUR SITE OR LINKS ON OUR SITE (INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOST BUSINESS OR LOST SALES, LOSS OF GOODWILL OR REPUTATION, BUSINESS INTERRUPTION OR LOSS OF INFORMATION) EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF WARRANTIES OR EXCLUSION OF DAMAGES, SO SUCH DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY TO YOU. ACCESS TO, AND USE OF, THE SITE AND/OR THE SERVICES IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR RESULTING LOSS OF DATA. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF DISTILLEDTRADE LLC TO YOU FOR ALL LOSSES (AS DEFINED IN THE DEFINITIONS SECTION), AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) ARISING FROM THIS AGREEMENT OR YOUR USE OF THE SITE SHALL NOT EXCEED THE GREATER OF (A) THE AMOUNT YOU HAVE PAID TO US IN THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO YOUR CLAIM OR (B) US $100.00. THIS LIMITATION SHALL NOT APPLY IN THE CASE OF WILLFUL OR INTENTIONAL MISCONDUCT, OR IN ANY OTHER CASE WHERE LIABILITY MAY NOT BE LIMITED UNDER APPLICABLE LAW.

* 1. Indemnification. You agree to indemnify, defend and hold DistilledTrade, LLC harmless from and against any and all claims and all Losses incurred by a BarrelHarbor.org Party in connection with any of the following, whether by you or by a third party using your User ID: (i) any breach or violation of this Agreement, (ii) any use of the Site or Services, (iii) a dispute with another User or visitor to the Site, (iv) any violation of any Applicable Law governing your activities on or off of the Site, or (v) the infringement of any Intellectual Property or other right of any person or entity, whether by you, your Items or your Content that was Posted by you to the Site. We reserve the right, at our 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 or otherwise dispose of any matter without our prior written consent.
  2. Release. By accepting and agreeing to this Agreement, You hereby release DistilledTrade LLC and BarrelHarbor.org from any and all claims and Losses of every kind, known and unknown, arising from disputes between you and other Users or visitors to the Site. Further, you agree to waive and release any claim against DistilledTrade LLC and BarrelHarbor.org for any claim arising from your dispute with another User (whether a Buyer or Seller) or any visitor to the Site.  **You waive any and all of the aforementioned claims against BarrelHarbor.org and DistilledTrade LLC, their parents, subsidiaries and affiliated parties, as well as their directors, officers, employees, attorneys and agents,  from and against any and all claims and Losses (actual, special, incidental and consequential damages, as well as reasonable attorneys’ fees and costs of court) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.**

1. **Governing Law and Dispute Resolution.** 
   1. International Users. The Site is controlled, operated, and administered by BarrelHarbor.org, which is based within the United States, and run on servers located in the United States of America. DistilledTrade makes no representation that functions or information found at the Site are appropriate or available for use by persons at other locations outside of the United States and access to them from territories where their functionality or content are not permitted under Applicable Law. You may not use the Site or export the information found on or at this Site in violation of U.S. or other Applicable Laws regarding export or import. If you access this Site from a location outside of the U.S., you are responsible for compliance with all Applicable Laws that apply to you in your use of the Site.
   2. Governing Law. Except as may not be permitted under Applicable Law, this Agreement, all matters arising from or relating to your use of the Site, and any and all claims arising out of your relationship with DistilledTrade LLC shall be governed by and in accordance with the laws of the State of Georgia without regard to its conflict of law provisions.
   3. Mandatory Arbitration.

ALL PARTIES AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, IF A DISPUTE ARISES FROM OR RELATES TO THIS AGREEMENT, ANY BREACH THEREOF, OR ANY USE OF THE SITE, AND IF THE DISPUTE CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS, THE PARTIES AGREE TO ENDEAVOR FIRST TO SETTLE THE DISPUTE BY MEDIATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL MEDIATION PROCEDURES BEFORE RESORTING TO ARBITRATION. THE ATLANTA METROPOLITAN AREA SHALL BE THE SITE FOR ANY SUCH MEDIATION. THE PARTIES FURTHER AGREE THAT ANY UNRESOLVED CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY BREACH THEREOF, THIS SITE, OR ANY USE THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES. DISTILLEDTRADE LLC AGREES TO REIMBURSE OR PAY THE AAA FILING FEE, BUT ALL OTHER AAA AND ARBITRATOR FEES INCURRED IN CONNECTION WITH THE ARBITRATION PROCEEDING SHALL BE SHARED EQUALLY. THE PREVAILING PART SHALL BE AWARDED ITS REASONABLE ATTORNEY’S FEES. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

IF FOR ANY REASON THESE ARBITRATION REQUIREMENTS ARE HELD INAPPLICABLE OR VOID OR HELD NOT TO APPLY, OR A CLAIM PROCEEDS IN SMALL CLAIMS COURT, DISTILLEDTRADE AND YOU AS USER EACH WAIVE TRIAL BY JURY.

**YOU AS USER DEMONSTRATE YOUR AGREEMENT TO BE BOUND BY THIS ARBITRATION AGREEMENT BY REGISTERING WITH THE SITE AND INDICATING YOUR AGREEMENT BY CHECKBOX, OR BY USING THIS SITE IN ANY MANNER, OR BY CONDUCTING BUSINESS ON THE SITE.  BY DOING THE FOREGOING ACTS, YOU UNDERSTAND THAT YOU ARE ALSO AGREEING TO THIS ARBITRATION AGREEMENT, WHICH ENTAILS GIVING UP THE RIGHT TO A TRIAL BY A STATE TRIBUNAL AND TRIAL BY JURY.**

* 1. Dispute Resolution; Attorneys’ Fees. BY AGREEING TO THE TERMS OF THIS AGREEMENT DURING REGISTRATION BY CHECKING A CHECKBOX, OR BY YOUR USE OF THIS SITE OR SERVICES, YOU EXPRESSLY AGREE THAT TO THE FULLEST EXTENT PERMITTED BY LAW ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY WAY SHALL BE RESOLVED SOLELY THROUGH BINDING MANDATORY ARBITRATION, AS PROVIDED ABOVE. HOWEVER, IN ANY SITUATION IN WHICH BINDING MANDATORY ARBITRATION IS UNAVAILABLE FOR ANY REASON, YOU AGREE THAT ANY LEGAL PROCEEDINGS TO RESOLVE DISPUTE MAY ONLY BE INSTITUTED EXCLUSIVELY IN A STATE OR FEDERAL COURT SITTING IN THE COUNTY OF HALL, STATE OF GEORGIA, UNITED STATES OF AMERICA, AND YOU EXPRESSLY WAIVE ANY OBJECTION THAT YOU MAY HAVE NOW OR IN THE FUTURE TO THE LAYING OF THE VENUE, OR THE JURISDICTION OF ANY SUCH COURT OVER YOU OR YOUR ACTIVITIES ON THE SITE. Notwithstanding the foregoing, DistilledTrade LLC reserves the right to institute proceedings in any jurisdiction in order to (i) obtain interim or provisional relief pending resolution of a dispute; or (ii) collect from you any monies due under this Agreement or under an award of the court described above. You may not bring any action arising out of this Agreement or your use of the Site or the Services, regardless of form or the basis of the claim, more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose). In the event you bring an action in an improper forum or outside of the time limit in violation of this Section, DistilledTrade shall be entitled to recover from you its reasonable attorneys’ fees in responding to such action.
  2. Exclusion of Class Actions.

IN AGREEING TO THE TERMS OF THIS AGREEMENT BY YOUR EXPRESS AGREEMENT OR USE OF THE SITE, YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (A) ANY DISPUTE SHALL BE RESOLVED BY MANDATORY BINDING ARBITRATION; (B) THAT SHOULD MANDATORY BINDING ARBITRATION NOT BE AVAILABLE, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS, (C) WE BOTH HEREBY WAIVE ANY RIGHT TO BRING CLAIMS AS PART OF ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, (D) UNLESS BOTH YOU AND DISTILLEDTRADE LLC AGREE TO THE CONTRARY, MORE THAN ONE PARTY’S CLAIMS MAY NOT BE CONSOLIDATED OR JOINED BY THE APPLICABLE COURT, AND (E) ANY RELIEF AWARDED TO YOU CANNOT AFFECT OTHER USERS, AND VICE VERSA.

1. **General Provisions.**
   1. Notices. Notices under Section 13(c) (Dispute Resolution by Arbitration) above shall be given exclusively by written mail to us at DistilledTrade LLC, 6825 Cherokee Rose Way, Flowery Branch, GA 30542, with a copy to Weener Nathan Phillips LLP c/o Devin Phillips, 5887 Glenridge Drive NE, Suite 275, Atlanta, Georgia 30328, and to you at the address listed in your User Information. In the event DistilledTrade sends notices to you, DistilledTrade shall use the email address or street address listed in the User Information in your account. Notice shall be deemed given twenty-four (24) hours after an electronic message is sent, when sent to the last email address provided to BarrelHarbor.org by the receiving party. In the event that DistilledTrade sends a notice by mail, the notice shall be deemed effective three (3) business days after the date of mailing.
   2. Electronic Execution.
2. *Electronic Notices to You by DistilledTrade*. You consent to receive any agreements, notices, disclosures and other communications to which this Agreement refers electronically, including without limitation by email or, to the extent permitted by Applicable Law, by posting notices on the Site. You agree that all notices that we provide to you electronically satisfy any Applicable Law that such communications be in writing.
3. *Electronic Contracting Equivalent to Paper*. By using the Site, you agree to transact electronically through the Site. You agree that your electronic signature is the legal equivalent of your manual signature. You further agree that your use of a keypad, mouse or other device to select an item, button, icon or similar act/action, constitutes your signature as if actually signed by you in writing. You also agree that no certification authority or other third party verification is necessary to validate your electronic signature, and the lack of such certification or third party verification will not in any way affect the enforceability of your electronic signature. You agree to the admissibility of computer records and electronic evidence in any dispute under this Agreement.
   1. Independent Parties. Both parties to this Agreement are individuals and/or entities which are independent of one another under this Agreement and dealing at arm’s length. Nothing herein contained shall be deemed to create an employment, agency, joint venture or partnership relationship between the parties or any of their agents or employees, or any other legal arrangement that would impose liability upon one party for the act or failure to act of the other party. Neither party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other party, or to bind the other party in any respect whatsoever.
   2. Entire Agreement. This Agreement consists of the provisions of this Agreement, all incorporated agreements referenced by hyperlinks (including the BarrelHarbor.org Privacy Policy, and others) and any and all other documents referred to and incorporated herein. These provisions together constitute the entire agreement between you and DistilledTrade LLC and supersedes all prior representations, agreements or statements between us regarding the subject matter contained herein. Should there be any conflict between any of the incorporated documents and the text of this Agreement, the terms of this Agreement shall prevail. Should any provision of this Agreement be held by an arbitrator or judge to be ambiguous or inconsistent, that provision shall be interpreted in a way to make it consistent with the other provisions of this Agreement. Should any provision of this Agreement be held by an arbitrator or judge to be void, the remainder of this Agreement shall be given full force and effect to the fullest extent permitted by Applicable Law.
   3. No Waivers. The failure by either party to exercise or enforce any rights or provisions of this Agreement and elsewhere on this Site (any other document incorporated by reference herein) shall not constitute a waiver of such right or provision, whether for a current violation or future violations. No waiver granted by DistilledTrade LLC with respect to this Agreements’ provisions shall be deemed to have created a “course of conduct” or “usage of trade” for purposes of Applicable Law.
   4. Miscellaneous. The term of this Agreement shall be deemed to have commenced as of the date of your use of the Site or any of the Services and shall remain in effect until terminated by a party in accordance with its terms. DistilledTrade shall have the right to terminate this Agreement for convenience by written or electronic notice to the User. All provisions in this Agreement regarding Fees, arbitration and dispute resolution, representations and warranties, indemnification, disclaimers, limitations on liability and the terms of this Section shall survive any termination of this Agreement. This Agreement is binding upon and inures to the benefit of the respective successors and assigns of the parties, but you may not assign any of your rights or obligations under this Agreement to any person or entity without our prior written consent, and any such assignments made without consent shall be null and void. This Agreement is solely for the benefit of DistilledTrade LLC, its Affiliates, and you, and shall not be construed for the benefit of any third party.
   5. Severability. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any provision is invalid, the remaining provisions of this Agreement are to be construed as if the invalid provision had never been included in this Agreement.

* 1. Titles and Headings. The titles and headings contained in this Agreement are used for convenience only and not intended to affect the meaning or interpretation of this Agreement.
  2. Force Majeure. DistilledTrade shall be excused from performance under this Agreement if DistilledTrade is prevented, forbidden or delayed from performing, or omits to perform, any act or requirement under this Agreement by reason of: (a) any provision of any present or future law or regulation or order of the United States of America or any state thereof, (b) any act or omission of a third party, or (c) any act of God, emergency condition, war, computer or telecommunications failure or other circumstance beyond DistilledTrade’s control.
  3. Beta Testing. From time to time, DistilledTrade may test certain Supplemental Ads Products (“Beta Products”) that you may opt-in to use during a test period (“Beta Period”). If you agree to participate, you understand that in addition to any disclaimers in these Terms and Conditions, the Beta Product is provided “AS IS” and “AS AVAILABLE”. DistilledTrade may change, withdraw, or terminate your use of the Beta Product, or discontinue the Beta Product (or any feature) at any time at our sole discretion. You will use commercially reasonable efforts to provide feedback, suggestions, comments or ideas and report issues or problems related to your use of the Beta Product (collectively, “**Feedback”**) to DistilledTrade in a timely basis. For the avoidance of doubt, any Feedback you provide to DistilledTrade shall be deemed to be non-confidential to DistilledTrade, and DistilledTrade shall be free to use such information on an unrestricted basis, without compensation to you.