

# **Terms of Service**

Bevstack recommends adding these terms of services visible for your customers. These terms come from our retail and delivery partners. This need to be shared exactly as they are:

## PLEASE INSERT THESE TERMS SOMEWHERE IN YOUR TERMS OF SERVICE

# THE SALE OF ALCOHOLIC BEVERAGES

All orders are fulfilled by licensed retailers which sell alcoholic beverages. Neither those licensed retailers nor [BRAND] sell alcohol to persons under the age of 21. By using this site you swear and affirm and represent to us that you are over the legal age required to buy alcoholic beverages and products and YOU ARE PURCHASING SOLELY FOR (i) SELF CONSUMPTION OR (ii) GIFTING TO A PERSON IN THE U.S. WHO IS AT LEAST 21 YEARS OLD. YOU ALSO AFFIRM THAT THE STATE IN WHICH YOU ARE ORDERING AND THE STATE TO WHICH YOU ARE ASKING US TO DELIVER PERMIT THE SALE AND DELIVERY.

We will rely upon the foregoing representations, and if we are held liable in the event that your representations are not true, and in such case, you hereby agree to indemnify us and/or reimburse us and the retailer(s) that sold the alcohol products and be responsible for all costs, expenses (including legal fees) and damages we and the retailer(s) suffer or incur.

All orders placed on the [BRAND URL] site are subject to acceptance and shipment by a licensed liquor retail store in our network, and no order is deemed to be accepted by such licensed liquor store until the order is shipped by the retailer. Pursuant to applicable laws and regulations, the liquor store may refuse to accept or fulfill your order for any reason, including, among others, the occurrence of a technological mistake or "glitch" in the transmission of pricing to the customer over the [BRAND URL] site. Therefore, no contractual or other obligation to sell and ship the bottle(s) ordered via the [BRAND URL] platform attaches or is final or binding on the licensed retailer unless and until a licensed retailer accepts and ships the order to the you (or the intended recipient, even if your credit or debit card is authorized or actually charged at the time of order placement or thereafter; in the event of that situation, the customer's credit or debit card shall be credited back in full.

By using this site you are acknowledging that the person receiving a shipment of alcoholic beverages from the licensed retailer is at least 21 years old. You also agree that you are not permitted to resell alcohol purchased. If you cannot make these affirmations and representations or you do not agree with all of these conditions of use, you are not to use this site.

The sale of these alcoholic beverages will be shown in your bank statement as "BEVSTACK-WINE/LIQR".

#### **RETURNS**

All sales are final and returns and exchanges are not accepted.



### MISSING, INCORRECT, OR DAMAGED GOODS

Due to U.S. state laws governing the shipment of alcohol, we cannot accept returns of damaged or defective items. However, if your item arrives damaged or defective, you may request a refund or replacement by emailing us at [BRAND EMAIL] within 3 days of receiving your order, with clear photos or videos of the damaged or defective product as proof.

Once we receive and review the proof, we will notify you via email of the approval or rejection of your refund or replacement request.

## **FAILURE TO DELIVER**

If you enter an incorrect delivery address in connection with your order, or otherwise fail to sign for your order upon delivery, email us at [BRAND EMAIL]. If your order is returned to the sender, you will be able to receive a refund for the cost of your item, minus any applicable shipping costs and a \$ restocking fee.

## **REFUNDS AND EXCHANGES**

We do not offer exchanges. We only replace or refund items if they are defective or damaged. If you need to return a defective or damaged item, send us an email at [BRAND EMAIL]. Once your return or damaged or defective goods is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund. If your refund is approved, then it will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days.