### BoozRun, Inc.

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D. The App provides an electronic platform for the purpose of connecting consumers to chosen licensed retailers to engage in the sale, service, delivery and/or transportation of alcoholic beverages, and to the alcohol transportation and delivery service provider(s) of such licensed retailer(s). All orders placed through the App are accepted, reviewed, and ultimately fulfilled by the chosen licensed retailer(s). All alcoholic beverage sales and/or alcohol transportation and delivery services through the App are solely transacted between you and the chosen licensed retailer(s) and/or the alcohol transportation and delivery service provider(s). BoozRun itself does not provide or sell alcoholic beverages or alcohol transportation services and is not a licensed alcohol transportation carrier or licensed retailer.

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### 3. Terms of Service.

A. You agree that: (i) you will not use the BoozRun App if you are not fully able and legally competent to agree to the terms of this License; (ii) you will only use the BoozRun App for lawful purposes; you will not use the BoozRun App for sending or storing any unlawful material or for fraudulent purposes or to engage in any illegal, offensive, indecent or objectionable conduct; (iii) you will not use the BoozRun App to advertise, solicit or transmit commercial advertisements, including "spam"; (iv) you will not use the BoozRun App to cause nuisance, annoyance or inconvenience; (v) you will not impair the proper operation of the network; (vi) you will not try to harm the BoozRun App in any way whatsoever; (vii) you will not copy, or distribute the BoozRun App or other content without written permission from BoozRun; (viii) you will only use the BoozRun App for your own use, will not provide any alcoholic beverages

to a minor(s) and will not resell it to a third party; (ix) you will keep secure and confidential your account password or any identification we provide you which allows access to the BoozRun App; (x) you will only use an access point or 3G data account which you are authorized to use; (xi) you will provide us with whatever proof of identity we may reasonably request and you hereby acknowledge and agree to allow your identification documentation to be scanned, saved and retained by BoozRun and the retailer; (xii) you will provide the chosen licensed retailer(s) with your state issued ID when the delivery arrives that proves that you are over 21 years of age; (xiii) you are aware that any licensed retailer may decline your delivery request for any reason, including but not limited to evidence of intoxication at the time of delivery of the product to you, use of a fake ID, use of a invalid or expired ID, and orders under a university or federal building address; (xiv) you are aware that you will not receive a refund if your delivery has been declined for any reason; (xv) you are solely responsible for your own actions after delivery to you of any alcoholic beverages and you hereby release and hold harmless BoozRun from any and all costs, damages, liabilities, losses, causes of action and expenses (including attorneys' fees) arising out of your use or dissemination of any alcoholic beverages purchased through the BoozRun App; and (xvi) you acknowledge and agree that you may not cancel any order, that all sales are final and that you shall not receive any refund under any circumstances.

- B. You understand that by using the BoozRun App, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. Nevertheless, you agree to use the BoozRun App at your sole risk and that BoozRun shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable.
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### 5. Consent to Use of Data.

- A. You agree that BoozRun and its subsidiaries and agents may collect, maintain, process and use diagnostic, technical, usage and related information, including but not limited to unique system or hardware identifiers, information about your computer, system and application software, and peripherals, that is gathered periodically to provide and improve BoozRun's products and services, facilitate the provision of software updates, product support and other services to you (if any) related to the BoozRun App, and to verify compliance with the terms of this License. BoozRun may use this information, as long as it is collected in a form that does not personally identify you, for the purposes described above.
- B. At all times your information will be treated in accordance with BoozRun's Privacy Policy, which is incorporated by reference into this License and can be viewed at the end of this Terms and Conditions document.
- C. Notwithstanding anything in this License or BoozRun's Privacy Policy to the contrary, BoozRun may at any time release any and all information collected from your use of the BoozRun App if required to do so (i) in a court of law, (ii) by subpoena issued by any court of law, or (iii) if otherwise required by applicable law to release any such information.
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this License shall survive any such termination.

#### 7. Disclaimer of Warranties.

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- B. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE BOOZRUN APP AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND BOOZRUN AND BOOZRUN'S LICENSORS (COLLECTIVELY REFERRED TO AS "BOOZRUN" FOR THE PURPOSES OF SECTIONS 6 AND 7) HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE BOOZRUN APP AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.
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- **8. Limitation of Liability.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL BOOZRUN BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA OR INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL

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You agree that the above limitations of liability together with the other provisions in this License that limit liability are essential terms of this License and that BoozRun would not be willing to grant you the rights set forth in this License but for your agreement to the above limitations of liability; you are agreeing to these limitations of liability to induce BoozRun to grant you the rights set forth in this License.

### 9. Payments Made Through BoozRun App.

A. When you choose to add a payment card (i.e. credit card, debit card or PayPal) to BoozRun through the use of the BoozRun App, information you provide about your card may be collected in order to determine your eligibility and enable use of the feature. Information about your payment card, including your credit or debit card number, the name and billing address associated with your account, general information about your BoozRun account activity (e.g., whether you have a long history of transactions within BoozRun), information about your device (e.g., the name of your device), as well as your location at the time you add your card (if you have Location Services enabled), may be sent to BoozRun and BoozRun's merchant affiliates and provided by BoozRun and BoozRun's merchant affiliates to your card issuer and payment network in order to determine the eligibility of your card, for fraud detection purposes and to facilitate your order made through BoozRun.

- B. When you make a payment transaction through the BoozRun App, your payment information will be provided to BoozRun and the BoozRun merchant affiliate where you make a purchase.
- C. In addition to this information, when you choose to use the BoozRun App to make payments to BoozRun merchant affiliates, your zip code will be provided to merchants in order to enable tax and delivery cost calculation. Other information you provide when finalizing your payment (e.g., a delivery address) will also be provided to the merchant.
- D. If you have Location Services turned on, the location of your device at the time you use your device to make purchases via the BoozRun App may be sent anonymously to BoozRun and will be used to help BoozRun improve BoozRun products and services. You may disable the location-based functionality of BoozRun by going to the Location Services setting on your device and turning off the individual location setting for Passbook.

- E. When you initiate a transaction via the BoozRun App, BoozRun's merchant affiliates will authorize your credit or debit card for the amount of the order, including any and all applicable sales taxes or any other taxes. A merchant affiliate may decline an order for any reason. If your order is declined, you will not receive a refund. A full refund may be issued by the merchant affiliate for any reason. BoozRun and its merchant affiliates reserve the right to determine final prevailing pricing. The pricing information published on the website may not reflect the prevailing pricing. Merchant affiliates, at their sole discretion, may make promotional offers with different features and different rates to any customer. These promotional offers, unless made to you, shall have no bearing whatsoever on your offer or contract. It is solely the responsibility of each merchant affiliate and its employees to verify your credit or debit card and ID. The credit or debit card you use via BoozRun MUST be presented to the delivery driver at the door, and the name on such credit or debit card MUST match the name of the government issued ID presented to the driver at the door AND the name of your account with BoozRun.
- **10. Consent to Collect Data.** By using BoozRun App, you agree and consent to BoozRun's and its merchant affiliates' and their respective subsidiaries' and agents' transmission, collection, maintenance, processing, and use of all of the foregoing information. Data collected by BoozRun and that has been disassociated from you may be retained for a limited period of time to generally improve BoozRun products and services.
- 11. Indemnification. By entering into this License and using the BoozRun, you agree that you shall defend, indemnify and hold BoozRun, its licensors and their respective parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (a) your violation or breach of any term of this License or any applicable law or regulation; (b) your violation of any rights of any third party; (c) your use or misuse of the BoozRun App; or (v) your negligence or willful misconduct. BoozRun is not responsible for the sale, service, transportation or delivery of alcoholic beverages and is not liable for damages resulting from the use of the BoozRun App.
- **12.** Controlling Law and Severability. This License will be governed by and construed in accordance with the laws of the State of Illinois, excluding its conflict of law principles. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this License shall continue in full force and effect.
- 13. Complete Agreement; Governing Language. This License constitutes the entire agreement between the parties with respect to the use of the BoozRun App licensed hereunder and supersedes all prior or contemporaneous understandings regarding such subject matter. Any translation of this License is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this License shall govern, to the extent not prohibited by local law in your jurisdiction.
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# **Privacy Policy**

We understand that you care how information about you is used and shared and we appreciate your trust that we will do so carefully and sensibly. This Privacy Policy describes our practices in connection with privacy and the Personally Identifiable Information (as defined below) that we collect through this website, the related mobile sites and mobile application(s), and selected other domains (the "Sites"). Except as indicated below, this Privacy Policy does not address the collection, use or disclosure of information by any of our affiliates or by other third parties on any websites other than the Sites. By using our products, software, services, the app and the website as accessed from time to time, regardless of whether the use is in connection with an account or not, (collectively, the "service" or "services"), you agree to the terms of this privacy policy.

## Age Restrictions

The Service is not intended for use by anyone under the age of 21. Persons under 21 are not allowed to register with or use the Service. We do not knowingly collect personal information or about anyone under the age of 21. If we discover that we have collected personal information from a person under 21, we will delete that information immediately. Please refer to our End User License Agreement and Terms of Service for additional information about age verification and eligibility.

## Notice of Information We Collect

Personally Identifiable Information (or "PII") is information that identifies you as an individual. In order for you to take advantage of particular opportunities provided through the Sites (for example, to use the services offered on the Sites), we may require that you furnish PII. For example, we may ask you to complete a registration form that asks for contact information (such as name, date of birth, address, telephone number, and e-mail address) or an order form that asks for financial information (like credit card number, expiration date, and billing address). Additionally, when you order from the Sites we may collect certain consumer information (such as products ordered and relevant promotion codes) and delivery information (such as an alternate contact, address, and telephone number in the event you are not available to accept delivery). If you communicate with us by e-mail, or otherwise complete online forms, surveys, or contest entries, any information provided in such communication may be collected as PII. You may choose not to provide us with certain Personal Information. In such an event, you can still access and view much of the Sites; however, you may not be able to order any products. In addition, you can choose not to provide certain optional information, but then you might not be able to take full advantage of many of the features on the Sites.

**Non-Personally Identifiable Information** (or "**Non-PII**") is aggregated information, demographic information and any other information that does not reveal your specific identity. We and our third party service providers may collect your Non-PII, including information about the device you are using in accessing and/or using the Sites, information from referring websites, and your interaction with the Sites.

**Device Type** When you register or use the App, we also collect device type and UDID, a unique identifier generated within the App, and store this information in log files. We use this information to provide you with the most up to date application and features, or to advertise or promote products and services to you that are applicable to your device type, as described in this Privacy Policy.

**Driver's License Information** Your use of the Service requires you to provide your state issued ID to prove that you are at least 21 years of age. Immediately prior to delivery of your order by the chosen retailer or such retailer's delivery service provider, such retailer or retailer's delivery service provider will scan the barcode on your state issued ID and we will collect the information contained therein, including your name, address, and date of birth, solely to (i) confirm that your ID is valid, (ii) confirm that you meet the minimum age requirement for use of the Service, and (iii) verify that the information you have previously provided through the registration process. Once the above information has been confirmed, we store all information collected from this scan in an Excel spreadsheet for legal purposes.

Cookies and Other Technology A cookie is a small piece of data that is sent to your Internet browser and stored on your computer's hard drive, and that delivers information about you and your activity on the Sites. Pixel tags and web beacons are small graphic files that can function in various ways (such as allowing us to track how you view an email that we send you, and track your activity on the Sites) and are commonly used in conjunction with cookies. We, our third party service providers and other third parties detailed below under "How We Use The Information We Collect", may use cookies, pixel tags, web beacons, and other similar technologies to better serve you with more tailored information and facilitate your ongoing use of the Sites. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to decline the use of cookies.

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**Geolocation Data** If you use the Services through your mobile device, we will collect your geo-location information so that we can determine to which retailer we should send your order for fulfillment. We will not share this information with third parties and will only use this information for the sole purpose of

fulfilling your order. You may at any time no longer allow the App to use your location by turning this off from your device settings.

**IP Addresses** are the Internet Protocol addresses of the computers that you are using. Your IP Address is automatically assigned to the computer that you are using by your Internet Service Provider (ISP). Your IP Address is identified and logged automatically in our server log files whenever you visit the Sites, along with the time(s) of your visit(s) and the page(s) of the Sites that you visited. Collecting IP Addresses is standard practice on the Internet and is done automatically by many web sites.

**Job Applications** If you wish to apply for a job on our Website we will collect personal information such as your name, email address, phone number and additional information such as your resume. This information will be shared with a retailer who may contact you if your qualifications are met.

### How We Use The Information We Collect

**To Provide the Service** We and our third party service providers may use your PII and any third party PII that you may provide. We use the information that we collect from you to provide you with the Service, support and enhance your use of the Service, to monitor which features of the Service are used most, to allow you to view your purchase history, to allow you to view any promotions we may currently be running, to allow you to rate purchases and to determine which features we need to focus on improving. If you choose to provide us with personal information, you consent to the transfer and storage of that information on our servers located in the United States.

We use usage patterns and geographic locations to determine to which retailer we should send a user's order for fulfillment and where we should offer or focus services, features and/or resources. BoozRun may also notify you about new services or special promotional programs, or send you offers or information.

We use the device information collected so that we are able to serve you the correct application version depending on your device type.

Because your Non-PII does not personally identify you, we and our third party service providers may use such information for any purpose. In addition, we reserve the right to share your Non-PII with our affiliates and with other third parties, for any purpose. In some instances, we and our third party service providers may combine Non-PII with PII. For example, on your personal profile page, we may display

your user name (first name and last initial), "member since" date, and the date range of when you last ordered. If we do combine any Non-PII with PII, the combined information will be treated by us as PII hereunder (as long as it is so combined).

**Diagnose Website Problems** We and our third party service providers use IP addresses for purposes such as calculating Site usage levels, diagnosing server problems, and administering the Sites. Please note that we treat IP addresses, server log files and related information as Non-PII, except where we are required to do otherwise under applicable law. Your IP address is used to gather broad demographic data; it contains no personal information about you.

**Customer Service** We will send you a welcoming email to the address you provide at registration to verify your username and password. We will also communicate with you in response to your inquiries, to provide the services you request, and to manage your account via email or telephone.

Targeted Advertising Targeted advertising uses information collected on an individual's interactions with the Services, such as the pages they have visited, the searches they have made, the type of device they have used, their demographics or locations, or the orders they have placed. This information is then used to select which advertisement should be displayed to a particular individual via the Service. We may share or sell aggregated demographic information about our user base, including information related to your use of the Service, your device type, purchase history, delivery location history, and click tracking, with third party advertisers for the purpose of selecting an appropriate audience for their advertisements, but only after either removing from such information anything that personally identifies you or combining with other information so that it no longer personally identifies you. This information does not identify individual users by name, email or other contact information.

# Our Disclosure of Your Information

Credit Card Transactions All payments and credit card transactions are processed by a third party payment processor, and not by BoozRun. Any information that you provide to a third party payment processor is governed by such payment processor's separate privacy policy, instead of this Privacy Policy. BoozRun neither accepts nor processes any payments, and neither BoozRun nor any retailers that facilitate the Services ever see or receive your payment card information.

Third Party Service Providers We use a third party hosting provider who hosts our support section of the Service. Information collected within this section of the Service is governed by this Privacy Policy. Our third party service does not have access to this information. We may employ third party companies and individuals to facilitate our Service, to provide the Service on our behalf, provide customer support, perform Website-related services, or to assist us in analyzing how our Website and Service are used. These third parties have access to your personal information only to perform these tasks on our behalf.

**Aggregated Data** BoozRun may share or sell aggregated demographic or other information about our user base that includes Non-Personally Identifying Information (Non-PII) and log data, with third parties for industry analysis, demographic profiling, and to deliver targeted advertising about other products and services.

**Business Transfers** In the event that all or a substantial portion of the assets, business, or stock of BoozRun are acquired by, merged with, or transferred to another party, or in the event that BoozRun enters bankruptcy, your personal information would be one of the assets that is transferred to or acquired by the third party. You acknowledge that such transfers may occur, and that any acquirer of BoozRun or its assets may continue to use your personal information as set forth in this Privacy Policy.

Law and Harm BoozRun cooperates with law enforcement officials and private parties to enforce and comply with the law. We will disclose any information about you to law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to legal process to protect the property and rights of BoozRun or a third party, to protect the safety of the public or any person, or to prevent or stop activity we may consider to be, or to pose risk of being, an illegal, unethical, or legally actionable activity. We will disclose any information about you in order to enforce our terms and conditions, to protect our operations, and to limit the damages that we may sustain.

## Other Important Notices Regarding Our Privacy Practices

Third Party Sites Except as expressly set forth herein, this Privacy Policy does not address, and neither we nor our third party service providers are responsible for, the privacy, information or other practices of other websites and/or any third parties, including without limitation any of our affiliates and/or any third party operating any site to which the Sites contains a link. The inclusion of a link to a third party website on the Sites does not imply endorsement of the linked site by us or by our affiliates. Please note that your access and/or use of any third party websites, including by providing any information, materials and/or other content to such sites, is entirely at your own risk.

**Security.** We and our third party service providers use reasonable organizational, technical and administrative measures to protect PII under our control. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. We cannot guarantee the security of our database, nor can we guarantee that information you supply won't be intercepted while being transmitted to us over the Internet, and any information you transmit to BoozRun you do at your own risk. We recommend that you use unique numbers, letters, and special characters in your password and not disclose your password to anyone. If you have reason to believe that your interaction with us is not secure (for example, if you feel that the security of any account you might have with us has been compromised), you must immediately notify us of the problem and change your password.

**Social Media** BoozFeed is primarily designed to help you share information with your friends and colleagues around you. Any information that you post, including comments, replies, and other information may become public. We cannot control how your information is used by others. Your posts are available to all other users. We have the right to delete any post a user makes if it is offensive or violates the terms and conditions. In this case, we have the right to deactivate the user's account.

**Service-related Announcements** We will send you strictly service-related announcements on rare occasions when it is necessary to do so. For instance, if our service is temporarily suspended for maintenance, we might send you an email. Generally, you **may not** opt-out of these communications, which are not promotional in nature. If you wish to not receive them, you have the option to deactivate your account.

**Unsubscribe** If you do not wish to receive marketing-related emails from us, you may unsubscribe from receiving them by clicking on the "unsubscribe" link at the bottom of any of those emails.

**Changing Personal Information** If your personal information changes, or if you no longer desire our Service, or if you wish to update your preferences to receive email or other communications from us, you may correct, delete inaccuracies, or amend your personal information and preferences by making the change on our information page.

**Retention Period** We and our third party service providers will retain your personal information for the period reasonably necessary to fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law.

**Disclaimer** If you choose to access the Services, you do so at your own risk, and are responsible for complying with all local laws, rules and regulations. We may limit the availability of the Services, in whole or in part, to any person, geographic area and/or jurisdiction we choose, at any time and in our sole discretion.

Changes to this Privacy Policy We may change this Privacy Policy from time to time and without prior notice. If we make a change to this Privacy Policy, it will be effective as soon as we post it, and the most current version of this Privacy Policy will always be posted under the Privacy Policy tab of this website. If we make a material change to this Privacy Policy, we may notify you. You agree that you will check out this Privacy Policy periodically. By continuing to access and/or use the Services after we make changes to this Privacy Policy, you agree to be bound by the revised Privacy Policy. You agree that if you do not agree to the new terms of the Privacy Policy, you will stop using the Services.

**Contact Us** If you have any questions regarding this Privacy Policy, please contact us by e-mail at info@boozrunapp.com.