

Terms Of Use. Updated November 9, 2017

Acceptance of Terms

By registering for and/or using the Service in any manner, including but not limited to visiting or browsing the Site, you agree to all of the terms and conditions contained herein ("Terms of Use"), and all other operating rules, policies and procedures that may be published from time to time on the Site by Smart Pourer, each of which is incorporated by reference and each of which may be updated by Smart Pourer from time to time without notice to you in accordance with the terms set out under the "Modification of Terms of Use" section below. In addition, some services offered through the Service may be subject to additional terms and conditions specified by Smart Pourer from time to time; your use of such services is subject to those additional terms and conditions, which are incorporated into these Terms of Use by this reference. These Terms of Use apply to all users of the Service, including, without limitation, users who are contributors of content, information, and other materials or services on the Site, individual users of the Service, venues that access the Service, and users that have a page on the Service

Access

Subject to these Terms of Use, Smart Pourer may offer to provide the Services, as described more fully on the Site, and which are selected by you, solely for your own use, and not for the use or benefit of any third party. Services shall include, but not be limited to, any services Smart Pourer performs for you, any applications or widgets offered by Smart Pourer that you download from the Site or, subject to the terms set out under the "Third party Sites and Services" section below, from third party application stores (e.g., iTunes® store or Google Apps Marketplace) authorized by Smart Pourer, as well as the offering of any materials displayed or performed on or through the Services (including Content (as defined below)).

Registration and Eligibility

You may browse the Site and view Content without registering, but as a condition to using certain aspects of the Service, you are required to register with Smart Pourer and represent, warrant and covenant that you provide Smart Pourer with accurate, truthful, and complete registration information (including, but not limited to your name ("User Name"), gender, weight) and to keep your registration information accurate and up-to-date.

You shall not:

- provide any false personal information to Smart Pourer (including a false User Name) or create any account for anyone other than yourself without such person's permission;
- use a User Name that is the name of another person with the intent to impersonate that person;

- use a User Name or Smart Pourer account that is subject to any rights of a person other than you without appropriate authorization; or
- use a User Name that is a name that is otherwise offensive, vulgar or obscene or otherwise unlawful.

Smart Pourer reserves the right to refuse registration of, or cancel a User Name in its sole discretion. You are solely responsible and liable for activity that occurs on your account. You shall never use another user's account without such other user's prior express permission. You will immediately notify Smart Pourer in writing of any unauthorized use of your account, or other account related security breach of which you are aware.

You represent and warrant that if you are an individual, you are of legal age to form a binding contract, or that if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to, these Terms of Use and register for the Service. Smart Pourer may, in its sole discretion, refuse to offer the Service to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that these Terms of Use are in compliance with all laws, rules and regulations applicable to you and the right to access the Service is revoked where these Terms of Use or use of the Service is prohibited and, in such circumstances, you agree not to use or access the Site or Services in any way.

Content

All Content, whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such Content. Smart Pourer cannot guarantee the authenticity of any Content or data which users may provide about themselves. You acknowledge that all Content accessed by you using the Service is at your own risk and you will be solely responsible and liable for any damage or loss to you or any other party resulting therefrom.. Content added, created, uploaded, submitted, distributed, or posted to the Service by users is collectively referred to as, "User Submissions."

User Submissions

By submitting User Submissions on the Site or otherwise through the Service, you hereby do and shall grant Smart Pourer a worldwide, non-exclusive, royalty-free, fully paid, sublicensable and transferable license to use, copy, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Submissions in connection with the Site, the Service and Smart Pourer's (and its successors and assigns') business, including without limitation for promoting and redistributing part or all of the Site (and derivative works thereof) or the Service in any media formats and through any media channels (including, without limitation, third party websites and feeds). You also hereby do and shall grant each user of the Site and/or the Service a non-exclusive license to access your User Submissions through the Site and the Service, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Submissions. For clarity, the foregoing license grant to Smart Pourer does not affect your

other ownership or license rights in your User Submission(s), including the right to grant additional licenses to the material in your User Submission(s), unless otherwise agreed in writing with Smart Pourer.

You represent and warrant that you have all rights to grant such license to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

You understand that all information publicly posted or privately transmitted through the Site is the sole responsibility of the person from which such Content originated; that Smart Pourer will not be liable for any errors or omissions in any Content; and that Smart Pourer cannot guarantee the identity of any other users with whom you may interact in the course of using the Service.

When you delete your User Submissions, they will be removed from the Service. However, you understand that any removed User Submissions may persist in backup copies for a reasonable period of time (but following removal will not be shared with others) or may remain with users who have previously accessed or downloaded your User Submissions.

Rules and Conduct

As a condition of use, you promise not to use the Service for any purpose that is prohibited by these Terms of Use. You are responsible for all of your activity in connection with the Service.

By way of example, and not as a limitation, you shall not (and shall not permit any third party to) either (a)take any action or (b)upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, including without limitation any User Submission, that:

- infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;
- you know is false, misleading, untruthful or inaccurate;
- is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by Smart Pourer in its sole discretion;
- constitutes unauthorized or unsolicited advertising, junk or bulk e-mail ("spamming");
- other than appropriate use of an Add-to Link, involves commercial activities (whether or not for profit) and/or sales without Smart Pourer's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- contains software viruses or any other computer codes, files, worms, logic bombs or programs that are designed or intended to disrupt, disable, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Smart Pourer or any third party;

- impersonates any person or entity, including any employee or representative of Smart Pourer;
- includes anyone's identification documents or sensitive financial information; or

Smart Pourer has a zero-tolerance policy against child pornography, and will terminate and report to the appropriate authorities any user who publishes or distributes child pornography.

You shall not: (i) take any action that imposes or may impose (as determined by Smart Pourer in its sole discretion) an unreasonable or disproportionately large load on Smart Pourer's (or its third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (iii) bypass any measures Smart Pourer may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); (iv) run any form of auto-responder or "spam" on the Service; (v) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; (vi) harvest or scrape any Content from the Service; or (vii) otherwise take any action in violation of Smart Pourer's guidelines and policies.

You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Service (including without limitation any application or widget), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Service, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

Smart Pourer does not guarantee that any Content or User Submissions (as defined above) will be made available on the Site or through the Service. Smart Pourer has no obligation to monitor the Site, Service, Content, or User Submissions. However, Smart Pourer reserves the right to (i) remove, suspend, edit or modify any Content in its sole discretion, including without limitation any User Submissions at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Smart Pourer is concerned that you may have violated these Terms of Use), or for no reason at all and (ii) to remove, suspend or block any User Submissions from the Service. Smart Pourer also reserves the right to access, read, preserve, and disclose any information as Smart Pourer reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Use, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of Smart Pourer, its users and the public.

Termination

Smart Pourer may terminate your access to all or any part of the Service at any time, with or without cause, with or without notice, effective immediately, which may result in the forfeiture and destruction of all information associated with your membership. If you wish to

terminate your account, you may do so by following the instructions on the Site. Any fees paid hereunder are non-refundable. All provisions of these Terms of Use which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Warranty Disclaimer

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Modification of Terms of Use

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