

Terms + Conditions

[View Social Media Terms and Conditions](#)

Last updated July 19 2018

TERMS + CONDITIONS OF USE

The Site is edited by SHIVR Inc (the “Company”).

Any use of this Site by any person (“you” or the “user”) is governed by these terms + conditions of use (Terms + Conditions”). The purpose of these Terms + Conditions is to define the conditions of access, navigation and use of the Site.

By accessing and using this Site, you accept without restriction to apply these Terms and Conditions as well as the provisions concerning the protection of personal data (read the Privacy + Cookies Policy).

The Company may revise or update these Terms and Conditions and the Privacy + Cookies Policy at any time and without notice. It is your responsibility to re-read these Terms and Conditions and the Privacy + Cookies Policy on a regular basis.

The Company provides this Site only for users age 21 years and older in their location of residence and provided that the consumption and/or purchase of alcoholic beverages is legal.

1. NAVIGATION ON THE SITE

- **Access to the Site**

Necessary hardware and software to access Internet and this Site are under sole liability of the users.

The Company reserves the right, in its absolute discretion, to suspend or terminate access or navigation to all or part of the Site and/or its content and/or the available services without prior notice and without entitling any user to claim any indemnity or compensation.

It is forbidden to modify the software or any element of it or to use a modified version of the software, in order to obtain unauthorized access to the Site.

- **Links**

The Site may include links to other web sites or other internet sources. As the Company cannot control these web sites and external sources, the Company cannot be held responsible for the provision or display of these web sites and external sources, and may not be held liable for the content, advertising, products, services or any other material available on or from these web sites or external sources. Furthermore, the Company cannot be held responsible for any demonstrated or alleged harm or losses resulting from (directly or indirectly) or in relation to the use of, or the fact of having had confidence in, the content, goods or services available on these web sites or external sources.

- **User responsible behaviour**

Each user warrants that he / she:

- Is 21 years of age or older
- Will use the Site for user's personal and lawful use only, excluding therefore any other commercial use without the prior written consent of the Company
- Will provide, when relevant, personal data being true, up-to-date and accurate

When using the Site, users must behave responsibly, lawfully, with courtesy and respectful towards other users, the Company, its subsidiaries, affiliates and third parties.

User must notably refrain from:

- uploading, displaying, sending by e-mail or by any other mean, any file containing viruses, codes, text files, software or similar items which could disrupt, interrupt, destroy, damage or limit functionalities of any software, hardware or telecommunication material,
- disrupting or interrupting the Site, its servers or networks connected to the Site, or infringing the related requirements, procedures or rules,
- infringing (including any attempt) the Site functioning, notably by exposing the Site to viruses, creating an overload of consultation of the Site or its servers, sending "spams" or overloading the Site messaging system,
- consulting privileged or non public information or accessing a server or account for which the user is not expressly granted access to,
- trying to assess or test the Site vulnerability, breaching security or authentication measures of the Site without the prior written consent of the Company,

- conducting any illegal activity or any other activity likely to infringe rights of the Company, its subsidiaries, affiliates, providers (including technical providers and contractors), customers and third parties, as well as refrain from encouraging thirds to do so,
- uploading, displaying, posting, sending by e-mail or by any other mean any unsolicited or non authorised commercial or promotional content, junk mails, spasm, chains or any other solicitation,
- uploading, displaying, sending by e-mail or by any other mean any illegal, detrimental, defamatory, offensive, racist, vulgar, obscene, threatening, violent, against decency, infringing third parties rights, chocking or disparaging content or the like,
- sending or forwarding by e-mail or by any other mean any content of the Site to people under the age of 21 years.
- Each user must comply with any and all applicable regulations, laws and rules related to user's behaviour on the Internet and transmission of technical data.

When relevant, the Company reserves the right in its absolute discretion to terminate or withdraw any user's access to the Site without notice in case of breach of the user's obligations under these Terms + Conditions, without prejudice to claim damages to such defaulting user.

- **PROTECTION OF THE SITE CONTENT**

The Site and each of its elements (including all text, images, web pages, sound, video, designs, trademarks, logos and other material on or accessible via the Site) as well as any software required to be used in relation to the former, data bases and newsletters (the "Content"), may contain confidential information

and information that is protected by intellectual property rights or other legislations. Unless otherwise expressly stated on the Site, the Company exclusively owns all intellectual property rights related to the Content and the Company does not grant any user with any license or other right other than a right to view the Site.

A user's reproduction of Content (in whole or in part) of the Site is authorized for the sole purpose of information for a personal and private use. Any reproduction or use or other exploitation of Content for any other purposes (whatever the manner or the kind) is expressly prohibited.

Users must not copy, modify, create derivative pieces of work, assemble, decompile, assign, sub-licence or transfer in any way any content of the Site or any material (including software) related to the Site.

- **Personal data**

The Company ensures the protection of personal information disclosed by users of the Site.

The Company invites users to consult the Privacy + Cookies Policy which indicates the provisions implemented to guarantee the treatment of personal data. Collection, treatment, use, transmission, keeping and protection of users' personal information are governed by the Privacy + Cookies Policy.

- **Responsibility**

The Company endeavours to ensure as far as possible, that the information provided on this Site is correct and up-to-date. However, the Company can not guarantee the correctness, accuracy or exhaustiveness of the information provided on the Site.

The Company allows free access to the Site and declines all responsibility and may not be held liable in any case:

- for any interruption in provision of the Site or services accessible via the Site
- for the occurrence of bugs, viruses and similar technical issues adversely affecting your ability to access this Site
- for any inaccuracy, isolated and unforeseen error or omission relating to information or Content available on the Site
- for any damage resulting from a fraudulent intrusion by a third party
- and more generally, for any direct or indirect or consequential harm, loss or damage, whatever the cause, origin, nature or consequences, which may occur as a result of any type of access to the Site or any inability to access it or the credit given to any piece of information coming directly or indirectly from the latter.
- **Governing law and jurisdiction attribution**

These Terms + Conditions (and the Privacy + Cookies Policy) are governed by Californian law.

Unless imperative legal provision to the contrary, users and the Company hereby irrevocably submit to the exclusive jurisdiction of the competent courts of California any claim or matter arising

under or in connection with the Content or use of the Site, including in case of guarantee, plurality of defendants or summary proceedings.

Social Media Terms + Conditions

Last updated: 15 January 2018

The content on this page or medium (“Medium”) is edited by SHIVR Inc, a United States company having its registered address [2355 Westwood Blvd. Suite 174, Los Angeles, CA 90064](#), (“Entity”).

Any use of this Medium by any person (“you” or the “user”) is governed by these terms + conditions of use (Terms + Conditions”). The purpose of these Terms + Conditions is to define the conditions of access, navigation and use of the Medium in addition to the terms and conditions of use of the platform featuring the Medium. These Terms + Conditions are without prejudice to the terms and conditions of use of the platform featuring the Medium and are not intended to contravene, replace or supersede such platform’s terms and conditions of use.

By accessing and using this Medium, you accept without restriction to apply these Terms and Conditions as well as the provisions concerning the protection of personal data (read the Personal Data Policy).

Entity may revise or update these Terms and Conditions and the Personal Data Policy at any time and without notice. It is your responsibility to re-read these Terms and Conditions and the Personal Data Policy on a regular basis.

Entity provides this Medium only for persons who have reached the legal age to consume and/or purchase alcoholic beverages (whichever is the higher) in their location of residence and provided that the consumption and/or purchase of alcoholic beverages is legal. If no such laws exist in your location of residence, you must be over 21 to access the Medium.

This Medium is not intended to be seen in countries with restrictions on advertising on alcoholic beverages.

1. Access to the Medium

Necessary hardware and software to access Internet and this Medium are under sole liability of the users.

Entity reserves the right, in its absolute discretion, to suspend or terminate access or navigation to all or part of the Medium and/or its content and/or the available services without prior notice and without entitling any user to claim any indemnity or compensation.

It is forbidden to do anything in order to obtain unauthorized access to the Medium.

1. Links

The Medium may include links to other web sites or other internet sources (including any source proposed by the platform featuring the Medium). As Entity cannot control these web sites and external sources, Entity cannot be held responsible for the provision or display of these web sites and external sources, and may not be held liable for the content, advertising, products, services or any other material available on or from these web sites or external sources. Furthermore, Entity cannot be held responsible for any demonstrated or alleged harm or losses resulting from (directly or indirectly) or in relation to the use of, or the fact of having had confidence in, the content, goods or services available on these web sites or external sources.

1. User responsible behaviour

Each user warrants:

- to be of minimum age legally required to consume and/or purchase alcohol in accordance with the regulations of user's location of residence,
- to use the Medium for user's personal and lawful use only, excluding therefore any other commercial use without the prior written consent of Entity,
- to provide, when relevant, personal data being true, up-to-date and accurate.

When using the Medium, users must behave responsibly, lawfully, with courtesy and respect towards other users, Entity, its subsidiaries, affiliates and third parties.

User must notably refrain from:

- sending or forwarding by e-mail or by any other mean (including by sharing) any content of the Medium to persons under the legal alcohol drinking and/or purchasing age in their location of residence or residing in a location restricting or prohibiting the advertising of alcoholic beverages,
- uploading, displaying, sending by e-mail or by any other mean any illegal, detrimental, defamatory, offensive, racist, vulgar, obscene, threatening, violent, against decency, infringing third parties rights, chocking or disparaging content or the like,
- uploading, displaying, posting, sending by e-mail or by any other mean any unsolicited or non authorised commercial or promotional content, junk mails, spams, chains or any other solicitation,
- uploading, displaying, sending by e-mail or by any other mean any file containing viruses, codes, text files, software or similar items which could disrupt, interrupt, destroy, damage or limit functionalities of any software, hardware or telecommunication material,
- disrupting or interrupting the Medium, its servers or networks connected to the Medium, or infringing the related requirements, procedures or rules,
- infringing (including any attempt) the Medium functioning, notably by exposing the Medium to viruses, creating an overload of consultation of the Medium or its servers, sending “spams” or overloading the Medium messaging system,

- consulting privileged or non public information or accessing a server or account for which the user is not expressly granted access to,
- trying to assess or test the Medium vulnerability, breaching security or authentication measures of the Medium without the prior written consent of Entity,
- conducting any illegal activity or any other activity likely to infringe rights of Entity, its subsidiaries, affiliates, providers (including technical providers and contractors), customers and third parties, as well as refrain from encouraging thirds to do so.

Each user must comply with any and all applicable regulations, laws and rules related to user's behavior on the Internet, transmission of technical data and in respect of platform rules.

When relevant, Entity reserves the right in its absolute discretion to terminate or withdraw any user's access to the Medium without notice in case of breach of the user's obligations under these Terms + Conditions, without prejudice to claim damages to such defaulting user to the fullest extent permitted by law.

1. User generated content

When relevant, users are solely liable of any content they may post or upload onto the Medium and the consequences of disclosing or broadcasting such content. Entity does not adhere or approve any content, opinion, suggestion or notice generated by users and Entity declines any and all responsibility and liability in respect of any such content.

However, Entity reserves the right, but not the obligation, to monitor use of the Medium and to remove any content which, in its sole discretion, would breach these Terms + Conditions, may be offensive, illegal or otherwise objectionable in any way.

User accepts that Entity may freely and peacefully use, at no cost and without any restriction and time limit, any content posted onto the Medium. This includes the communication of any such content onto the Medium as well as its communication and reproduction on any other mediums of whatever nature for the promotion and advertising of Entity, its products and services.

1. Protection of the Medium content

The Medium and each of its elements (including all text, images, sound, video, designs, trademarks, logos and other material on or accessible via the Medium) as well as any software required to be used in relation to the Medium (the “Content”), may contain confidential information and information that is protected by intellectual property rights or other legislations. Unless otherwise expressly stated on the Medium, Entity exclusively owns all intellectual property rights related to the Content and Entity does not grant any user with any license or other right other than a right to view the Medium.

The reproduction of the Content (in whole or in part) of the Medium is authorized for the sole purpose of information for a personal and private use. Any reproduction or use or other

exploitation of Content for any other purposes (whatever the manner or the kind) is expressly prohibited.

Users must not copy, modify, create derivative pieces of work, assemble, decompile, assign, sub-licence or transfer in any way any content of the Medium or any material related to the Medium.

1. Personal data

Entity may not have any control over personal information disclosed by users of the Medium.

Entity invites users to consult the Personal Data Policy which indicates the provisions implemented to guarantee the treatment of personal data by Entity.

1. Responsibility

Entity endeavours to ensure as far as possible, that the information provided on this Medium is correct and up-to-date. However, Entity can not guarantee the correctness, accuracy or exhaustiveness of the information provided on the Medium.

Entity allows free access to the Medium and declines all responsibility and may not be held liable in any case:

- for any interruption in provision of the Medium or services accessible via the Medium,
- for the occurrence of bugs, viruses and similar technical issues adversely affecting your ability to access this Medium,

- for any inaccuracy, isolated and unforeseen error or omission relating to information or Content available on the Medium,
- for any damage resulting from a fraudulent intrusion by a third party,
- and more generally, for any direct or indirect or consequential harm, loss or damage, whatever the cause, origin, nature or consequences, which may occur as a result of any type of access to the Medium or any inability to access it or the credit given to any piece of information coming directly or indirectly from the Medium.