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THE SITE IS INTENDED FOR YOUR USE ONLY IF YOU ARE OF LEGAL AGE TO PURCHASE ALCOHOL IN YOUR COUNTRY OF RESIDENCE AND IN THE COUNTRY FROM WHICH YOU ARE ACCESSING THE SITE. IF YOU DO NOT FALL WITHIN THIS CATEGORY, YOU MAY BE IN BREACH OF LAWS OR REGULATIONS APPLICABLE IN YOUR COUNTRY OF RESIDENCE OR ACCESS, AND YOU SHOULD LEAVE THE SITE IMMEDIATELY.

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(b) Except as provided in these Terms, you may not use, modify, republish, frame, print, display, perform, reproduce, license, transfer, sell, assign, post, transmit, distribute, reverse engineer, create derivative works from, or otherwise exploit any Content or information from this Site, in whole or in part, without the express written permission of Company. In addition, you shall not use any data mining, robots, or similar data gathering and extraction methods in connection with this Site.

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(d) Display of an item on the Site does not guarantee that an item is currently in stock

or that it will be available on the Site when you visit again. Some merchandise featured on the Site may be available only in limited quantities or only while supplies last. Further, a reference to a product or service on the Site does not imply that such product or service is or will be available in your location or physical stores.

(e) Certain materials on this Site may be furnished by third parties, including any advertisements. Certain product, service, or company designations for companies other than Company may be mentioned in the Site for identification purposes only. Third-party trademarks, trade names, logos, product or services names contained on this Site are the trademarks, registered or unregistered, of their respective owners.

(f) Nothing contained in these Terms shall be construed as conferring any other license or right, express or implied, to any our intellectual property or any third party's intellectual property. Any rights not expressly granted herein are reserved.

2. User Conduct

You may not use the Site or Content for any purpose that is unlawful or prohibited by these Terms. By using this Site, including all Content and services available through it, you agree that you shall not:

- (a) delete, modify, hack or attempt to change or alter any of the Content on the Site;
- (b) use any device, software or routine capable of damaging or otherwise interfering with the proper functioning of the Site or servers or networks connected to the Site, or take any other action that interferes with other parties' use of the Site;
- (c) use any robot, spider or other automatic or manual device or process for the purpose of harvesting or compiling information on the Site ;
- (d) use any Company names, service marks, or trademarks without our prior written consent, including without limitation, as metatags, search engine keywords, or hidden text;
- (e) use any material or information, including images or photographs, which are made available through this Site in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- (f) upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- (g) create a false identity for the purpose of misleading others;
- (h) provide false information on your account registration form, or impersonate someone else;
- (i) publish, post, upload, distribute or disseminate any inappropriate, profane, obscene, indecent or unlawful topic, name, material or information; or
- (j) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of any

third party.

3. Permissible Use

Except as indicated to the contrary elsewhere on this Site, you may view, copy, retransmit and print the Content available on this Site subject to the following conditions:

- (a) the Content is used solely for personal, non-commercial informational, or internal business purposes;
- (b) the Content is not provided, sold, licensed or leased (nor is access provided to the Content) for any fee or other consideration;
- (c) all copyright, trademark and other proprietary rights notices included in the Content as presented on this Site appear on all copies;
- (d) the Content is not modified or altered in any way; and
- (e) no graphics are used separately from accompanying text.

You may also link or hyperlink to the Site from any Acceptable Site (as defined below), but only if:

- (i) you do not frame the Site or any portion of the Site;
- (ii) the hyperlink to the Site is not used in a way that suggests that Company endorses you or your website;
- (iii) the link to the Site is not used or presented in any way that disparages Company or tarnishes, blurs or dilutes the quality of Company's names or trademarks or any associated goodwill; and
- (iv) the link to the Site is not displayed on any web page that displays objectionable content or links.

An "Acceptable Site" means a website that displays no objectionable content, including, but not limited to, any content, information in any medium or format, such as text, data, graphics, audio or video, that: (A) is libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized; (B) a reasonable person would consider harassing, abusive, threatening, harmful, profane, obscene, racially, ethnically or otherwise objectionable or offensive in any way; (C) constitutes a breach of any person's privacy or publicity rights, a misrepresentation of facts or hate speech; or (D) violates or encourages others to violate any applicable law.

4. Order Acceptance

The Site may provide an invitation for you to make us an offer to buy the items described. When you submit an order, it constitutes an offer to us, which we accept only by shipping the item(s) ordered. Internet orders generate an automatic order confirmation email. These automatic order confirmation emails do not constitute our acceptance of the offer, and we reserve the right, at our sole discretion, to refuse or cancel any order for any reason. Without limiting the foregoing, we

reserve the right to refuse or cancel any order placed using any coupon, discount or promotion code that is erroneous in any way and/or was not distributed to you, as evidenced by the Company's records. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. For your convenience, you will not be charged until your payment method is authorized, the order information is verified for accuracy, and your order is shipped. Some situations that may result in your order being cancelled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, errors or problems with the coupon, discount or promotion code used at checkout, or problems identified regarding your credit information. We also may require additional verifications or information before accepting any order. In the event that the Company is unable, in accordance with standard common courier policies or due to supply shortage for any reason, to effect delivery at the address provided by you within thirty (30) days of shipment, the Company may elect to cancel your order. We will contact you if all or any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after your credit card has been charged, we will issue a credit to your credit card in the amount of the charge less shipping and handling charges, if applicable.

5. Accounts and Passwords

Certain features or services offered on or through the Site may require you to open an account (including setting up a user name and password). You are solely responsible for maintaining the confidentiality of your account information, including your password, and for any and all activity that occurs under your account. You agree to notify the Company immediately of any unauthorized use of your account or password. You may not use the account, user name or password of any other individual or company at any time without the express written permission and consent of the holder of the account, user name or password. The Company will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. Modifications To Terms

Company may change these Terms from time to time. Please review these Terms periodically for any updates or changes. Your continued use of this Site following the posting of any updates or changes to these Terms constitutes your acceptance of such changes. If you object to any provision of these Terms or any subsequent modifications to these Terms, your only recourse is to immediately terminate use of the Site.

7. Termination of Site/Modifications To Site

Company reserves the right to modify or terminate your access to the Site (or portions of the Site) at any time, temporarily or permanently, with or without notice to you, and is not obligated to support or update the Site. Sections 1-4 and 6-20 of these Terms shall survive any termination. Company may also impose limits on certain features and services, restrict your access to parts or all of this Site, or charge fees for access to portions of this Site without notice or liability. The Company may alter, suspend or discontinue the Site in whole or in part at any time and for any reason, without notice. You acknowledge and agree that Company will not be liable to you or any third party in the event that Company exercises its right to modify or terminate access to the Site or portions of the Site.

8. Your Privacy

Company will treat any information it collects from you through this Site in accordance with its online Privacy Policy (the "Privacy Policy"), which is hereby incorporated by reference. Please review the Privacy Policy before you use this Site. If you are unwilling to accept the terms and conditions of the Privacy Policy, please do not use this Site.

9. Copyright Infringement

In accordance with the Digital Millennium Copyright Act ("DMCA"), Company has designated an agent to receive notifications of alleged copyright infringement associated with the Site. Company will, upon receiving proper notice as set forth below, use commercially reasonable efforts to investigate notices of copyright infringement and take appropriate action under the DMCA. If you believe that your copyrighted work or the copyrighted work of another party is being infringed, please notify our copyright agent at info@windyhillspirits.com or through the address set forth at the end of this page. When notifying Company of the alleged copyright infringement, please include all of the following information:

- (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the copyright interest that is claimed to have been infringed;
- (b) identification of the copyrighted work alleged to have been infringed;
- (c) a description of the material that is claimed to be infringing and information sufficient to locate the material on the Site;
- (d) information sufficient to contact the complaining party, such as a physical address, telephone number, and, if available, an electronic mail address;
- (e) a statement that the complaining party has a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on the copyright owner's behalf.

If material is believed in good faith by Company to infringe a copyright or otherwise violate any intellectual property rights, Company will remove or disable access to any such material.

10. Other Sites, Content, Products and Services

As a convenience to you, this Site may provide links to web sites and access to content, products and services of third parties, including without limitation, Company's affiliates, advertisers and strategic partners and other entities with which our connection consists of only a hyperlink ("Linked Sites"). You should refer to the separate terms of use, privacy policies, and other rules posted on Linked Sites before you use them. Company does not author, edit or monitor these Linked Sites, and is not responsible or liable for (a) the availability of or content provided on such Linked Sites, nor does inclusion of any link imply endorsement of the Linked Sites by Company, or vice versa; (b) third-party content accessible through such Linked Sites; (c) any

loss or damage whatsoever you may incur from dealing with any Linked Site; or (d) your dealings with any third parties found on or through this Site, including your participation in promotions, the payment for and delivery of goods if any, and any terms, conditions, warranties, or representations associated with such dealings. You bear all risk associated with the use of such Linked Sites, third-party services, and your correspondence or business dealings with advertisers other than Company found on or through this Site.

11. Typographical Errors

Our goal is to provide complete, accurate, up-to-date information on our Site. Unfortunately, it is not possible to ensure that any website is completely free of human or technological errors. This Site may contain typographical mistakes, inaccuracies, or omissions, some of which may relate to pricing and availability, and some information may not be complete or current. The Company therefore reserves the right to correct any errors, inaccuracies or omissions (including after an order has been submitted) and to change or update information at any time without prior notice.

Prices displayed on the Site are quoted in U.S. currency and are valid and effective only in the United States. Prices are subject to change at any time. In the event that any merchandise or product offered on the Site is mistakenly listed at an incorrect price, the Company reserves the right to refuse or cancel any orders placed for such products listed at the incorrect price. The Company reserves the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, the Company will issue a credit to your credit card in the amount of the incorrect price.

12. Ideas and Data

You acknowledge and agree that you may be providing certain feedback, statements, suggestions and ideas ("Ideas") to Company, directly or through a third party, in connection with your use of the Site, which Company may use in future modifications to the Site, multimedia works and/or advertising and promotional materials relating thereto. In addition, you acknowledge and agree that Company may have access to certain analytic and demographic data ("Data") with respect to your use of the Site. You hereby assign to Company any and all right, title, and interest in any Ideas and Data, including but not limited to any copyright, patent right, moral right, and all other intellectual property rights.

You acknowledge and agree that submission of Ideas and Data to Company, either orally or in writing, will not in any way establish a confidential relationship with Company, nor will it place Company in the position of receiving a disclosure in trust. Company will not be obligated and makes no commitment to treat or maintain Ideas which you submit as confidential. In addition, you do not expect any type of payment or remuneration from Company for Ideas or Data. You agree that all documents and materials submitted to Company will become the property of Company, unless Company agrees otherwise in writing. No obligation is assumed or may be implied on the part of Company by receipt or examination of the Idea or Data submission to use the Ideas and Data, compensate you or otherwise enter into another agreement with you.

13. Disclaimer

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THIS SITE AND ALL CONTENT, MATERIALS, INFORMATION, PRODUCTS AND SERVICES PROVIDED ON THIS SITE, ARE PROVIDED ON AN "AS IS, WHERE IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT SECURITY, AND ACCURACY, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. COMPANY MAKES NO WARRANTY, AND EXPRESSLY DISCLAIMS ANY OBLIGATION,; (A) THAT THE SITE WILL MEET YOUR REQUIREMENTS OR WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (B) THAT THE CONTENT OR ANY SUBMISSION WILL BE UP-TO-DATE, COMPLETE, COMPREHENSIVE OR ACCURATE; (C) REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE; (D) THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS; OR (E) THAT DEFECTS, IF ANY, WILL BE CORRECTED.

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YOU UNDERSTAND AND AGREE THAT ANY CONTENT, MATERIAL, AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS SITE IS USED AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, MATERIAL AND/OR DATA.

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IN NO EVENT SHALL COMPANY, ITS EMPLOYEES OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INCREASED OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, REVENUE, DATA, GOODWILL OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), ARISING FROM OR IN CONNECTION WITH YOUR ACCESS TO OR INABILITY TO ACCESS, OR USE OF, THIS SITE OR ANY SERVICES PROVIDED IN CONNECTION WITH THIS SITE, OR ERRORS OR OMISSIONS IN THE CONTENT THEREOF, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON LIABILITY APPLIES TO, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY DISABLING DEVICE OR VIRUSES WHICH MAY INFECT YOUR EQUIPMENT OR SYSTEM, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, UNAUTHORIZED ACCESS, THEFT, BODILY INJURY, PROPERTY DAMAGE, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE

MAJEURE.

YOU AGREE THAT ACCESS TO AND USE OF THE SITE AND SERVICES PROVIDED IN CONNECTION THEREWITH AND THE CONTENT THEREOF IS AT YOUR SOLE RISK. If, notwithstanding the other provisions of these Terms, the Company is found to be liable to you or any third party for any damage or loss which arises out of your use of the Site or any Content or services provided in connection with the Site, the Company's liability shall in no event exceed the greater of (a) the total of the last order completed in the six (6) months prior to the date of the initial claim made against the Company, or (b) \$100.00. Some jurisdictions do not allow certain limitations or exclusions of liability in some circumstances. Therefore, some of the foregoing limitations may not apply to you.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSIONS OF LIABILITY IN SOME CIRCUMSTANCES. CONSEQUENTLY, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

15. Indemnity

You agree to indemnify, defend and hold Company, its affiliates, shareholders, directors, officers, co-branders, subsidiaries, parents, employees and agents, harmless from any claim, demand, liability, dispute, damage, cost, expense, or loss, including attorneys' fees and costs of litigation, arising out of or in any way related to your use of or access to this Site, your use of the Content, including any use by your employees, your violation of these Terms or your violation of any rights of another.

16. Limitation on Actions Brought Against Company

You agree that any claim or cause of action arising out of your use of this Site or these Terms must be filed within one year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by Company to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.

17. Dispute Resolution

You agree that any dispute arising out of or relating in any way to your use of this Site or the purchase of products from the Company through the Site requires that such claim be resolved exclusively by confidential binding arbitration except that, to the extent you have in any manner violated or threatened to violate the Company's Intellectual Property Rights, Company may seek injunctive or other appropriate relief. The arbitration shall be conducted before three neutral arbitrators in Nashville, Tennessee, U.S.A., in accordance with the rules of the American Arbitration Association ("AAA"), as then in effect. No claims of any other parties may be joined or otherwise combined in the arbitration proceeding. Unless otherwise expressly required by applicable law, each party shall bear its own attorneys' fees without regard to which party is deemed the prevailing party in the arbitration proceeding. Except for punitive and consequential damages (which may not be awarded), and subject to these Terms, the arbitrators shall be authorized to award either party any provisional or equitable remedy permitted by applicable law. The parties shall equally share all AAA charges and fees associated with the arbitration.

BECAUSE THE USE OF THIS SITE REQUIRES THE ARBITRATION OF ANY CLAIMS OR DISPUTES EXISTING BETWEEN THE PARTIES, NEITHER PARTY WILL HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR BEFORE A JUDGE OR JURY OR TO PARTICIPATE IN A CLASS ACTION OR ANY OTHER COLLECTIVE OR REPRESENTATIVE PROCEEDING. THE ARBITRATORS' DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS THAT EITHER PARTY WOULD HAVE IF SUCH PARTY WENT TO COURT, INCLUDING WITHOUT LIMITATION THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL, MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION.

The award of the arbitrators may be enforced in any court having jurisdiction thereof. Each party hereby consents: (a) to the non-exclusive jurisdiction of the state or federal courts located in Davidson County, Tennessee for any action (i) to compel arbitration; (ii) to enforce any award of the arbitrators; or (iii) at any time prior to the qualification and appointment of the arbitrators, for temporary, interim or provisional equitable remedies; and (b) to service of process in any such action by registered mail or any other means provided by law. Should this Section 17 be deemed invalid or otherwise unenforceable for any reason, it shall be severed and the parties agree that exclusive jurisdiction and venue for any claims will be in state or federal courts in Davidson County, Tennessee and each party hereby waives any defense related to personal jurisdiction, process or venue.

18. Acknowledgement

You acknowledge (a) that you have read and understood these Terms; and (b) that these Terms have the same force and effect as a signed agreement.

19. General

The Company may assign its rights and duties under these Terms without notice to you. You may not assign these Terms without the prior written consent of the Company. If any provision in these Terms is found by a court or arbitrator to be invalid, the parties agree that the court or arbitrator should give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms will remain in full force and effect. Company's failure to act with respect to a breach by any visitor using the Site does not constitute a waiver of its right to act with respect to subsequent or similar breaches. These Terms will be governed by and construed in accordance with the laws of the State of Tennessee without regard to its choice of law provisions. In the event of any conflict between foreign laws, rules and regulations and those of the United States, the laws, rules and regulations of the United States will govern. The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Terms. These Terms and the Privacy Policy as posted from time to time by Company on this Site, and any modifications to the foregoing, constitute the entire agreement between the parties with regard to the subject matter in these Terms and supersede all prior understandings and agreements, whether written or oral, as to such subject matter.

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ON ME

20. Contact Information

If you have any questions about these Terms, the practices of Company, or your dealings with this Site, please contact us through the address below.

Address:

Windy Hill Spirits, Inc.
209 10th Avenue South, Suite 400
Nashville, Tennessee 37203
info@windyhillspirits.com

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