

## **GEORGIAN BAY SPIRIT CO. - TERMS OF USE**

Last updated: [September 7, 2017]

Welcome to [georgianbayspiritco.com](http://georgianbayspiritco.com) (the "**Website**"), the official website of Georgian Bay Spirit Co. (hereafter referred to as "**Georgian Bay**", "**we**", "**us**", and "**our**"). These Terms of Use (these "**Terms**") govern your use of and interaction with the Website and its respective services (the "**Service**" or "**Services**").

**PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE WEBSITE AND/OR ANY SERVICE. YOU ACKNOWLEDGE YOUR ACCEPTANCE OF THESE TERMS BY VISITING OR USING THE WEBSITE AND SERVICE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE WEBSITE OR SERVICE.**

**IF YOU ARE NOT OF LEGAL DRINKING AGE IN YOUR COUNTRY, PROVINCE/TERRITORY OR STATE OF RESIDENCE, DO NOT USE THE WEBSITE OR SERVICE.**

### **1. Modifications and Updates**

Georgian Bay reserves the right to modify the Website, Services or to modify these Terms at any time, at its sole discretion. If Georgian Bay decides to change these Terms, Georgian Bay will post those changes here. We will also update the "Last Updated Date" at the top of these Terms. We encourage you to visit this section of the Website regularly in order to remain informed of any changes.

### **2. Eligibility - Legal Drinking Age**

The Website is intended solely for persons who are at or over the age of majority in the country, province/territory or state of their residence. Any access to or use of the Website, including its Services by anyone under the age of majority is expressly prohibited. By accessing or using the Website or Services you represent and warrant that you are at or over the age of majority.

### **3. Privacy**

We encourage you to read our [Privacy Statement](#). It explains how we collect, use and disclose and otherwise manage your personal information when you visit and use our Website and Services.

### **4. Links**

Our Website may contain links to third-party websites or resources. You acknowledge and agree that Georgian Bay is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Third-party websites or resources can include, but are not limited to, advertisements, promotional offers or applications included in the Website. You understand and agree that Georgian Bay is not responsible or liable for the behavior, availability, features or content of any third-party website or resource. These third-party websites and resources are not owned or controlled by us. Your use of these third-party websites and resources is at your own risk and subject to separate terms of use.

### **5. Copyright and Intellectual Property**

All information, content and materials made available by Georgian Bay through the Website or Service, including, without limitation, any computer code, design, text, drawings, photographs, graphics, sound recordings and video recordings, as well as any copyrights, trademarks, service marks, logos, patents, trade names or other intellectual property or proprietary rights comprising the Website and Services, or any component or element of the Website and Service (collectively, the "**Content**") is the exclusive property of Georgian Bay and its licensors and is protected by Canadian, U.S. and international copyright law.

Georgian Bay and its licensors retain all rights in the Content of this Website. The Content is provided to you AS IS for your informational, personal, non-commercial, non-competing use and may not be modified, copied, distributed,

downloaded, displayed, emailed, transmitted, sold, licensed, performed or otherwise exploited in any form or by any means, for any purpose whatsoever, in whole or in part, without the prior written consent of the respective owner thereof.

You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein for any commercial purposes. If you download or print a copy of the Content for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with related features of the Website, Service or their security features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website, Service or the Content therein.

## **6. Permitted use**

Our Website and any of our Services are offered solely for your own personal, informational, non-commercial, and non-competing use.

You acknowledge and agree that content posted or submitted by you to the Website will be publicly attributable to you. You further acknowledge and agree that once you post content, it may not be possible to delete the content.

## **7. Prohibited use**

In addition to the requirements set forth in other sections of these Terms, you agree not to access and/or use the Website or Service for any purpose not expressly authorized by these Terms and/or transmit, post, or distribute to the Website and Service content that:

- (a) constitutes an advertisement or solicitation of business of any kind, including but not limited to, spam, chain letters, and pyramid schemes
- (b) contains or constitutes software, computer programs, or routines of any kind, including but not limited to, viruses, bots, worms, spiders or offline readers
- (c) collects information about others, including but not limited to, users' e-mails, passwords or other account information
- (d) copies or distributes any part of the Website or Service in any medium without Georgian Bay's prior written authorization
- (e) reverse engineers or decompiles the software comprising or included in the Website
- (f) collects or harvests any personal information from the Website or a related Service, nor will you use communication systems provided by the Website and Service for any commercial solicitation purposes; and/or
- (g) solicits, for commercial purposes, any users of the Website and Service.

Notwithstanding this section, Georgian Bay grants the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials. We reserve the right to revoke these exceptions either generally or in specific cases.

## **8. Disclaimers**

IF YOU RESIDE IN A JURISDICTION WHERE THIS SECTION OR PARTS HEREOF MAY NOT BE VALID BY VIRTUE OF LOCAL CONSUMER PROTECTION LAWS (E.G. PROVINCE OF QUEBEC, CANADA), THEN PARTS OF ALL OF THIS SECTION MAY NOT APPLY TO YOU AND YOU MAINTAIN YOUR RECOURSES PROVIDED BY LAW. PLEASE READ THIS ENTIRE SECTION CAREFULLY.

CERTAIN FEDERAL OR PROVINCIAL/TERRITORIAL LAWS MAY NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, YOU WILL HAVE THOSE MINIMUM RIGHTS AVAILABLE TO YOU UNDER THAT CONSUMER PROTECTION LAW AND THE FOLLOWING PROVISIONS IN THIS SECTION WILL NOT APPLY TO YOU.

YOU AGREE THAT ALL CONTENT ON THIS WEBSITE AND ANY RELATED SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND ALL USE OF THIS WEBSITE AND SERVICE IS AT YOUR OWN RISK. GEORGIAN BAY DISCLAIMS, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES, CONDITIONS AND LIABILITIES OF GEORGIAN BAY, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT GEORGIAN BAY DOES NOT GUARANTEE, REPRESENT OR WARRANT THAT THE WEBSITE AND ANY RELATED SERVICE WILL BE ACCESSIBLE WITHOUT INTERRUPTION OR THAT THE WEBSITE, SERVICE OR THE SERVER THAT THE WEBSITE AND SERVICE ARE AVAILABLE ON ARE ERROR-FREE, INCLUDING DEFECTS, DESIGN FLAWS, OMISSIONS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND THAT YOUR USE OF THE WEBSITE, SERVICE AND ANY CONTENT MADE AVAILABLE THROUGH THE WEBSITE OR SERVICE IS SOLELY AT YOUR OWN RISK.

## **9. Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE AND ANY RELATED SERVICE REMAINS WITH YOU.

You expressly agree that the limitations and exclusions of liability and the disclaimers set forth herein will survive, and, subject to applicable laws, continue to apply in the case of, a fundamental breach or breaches, the failure of essential purpose of contract, the failure of any exclusive remedy or termination of these Terms.

### **9.1 APPLICABLE TO ALL EXCEPT RESIDENTS OF THE PROVINCE OF QUEBEC**

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, GEORGIAN BAY AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AND ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, SERVING, HOSTING, MAINTAINING AND/OR UPDATING THE WEBSITE, SERVICE OR ANY CONTENT THEREIN (COLLECTIVELY, THE "INVOLVED PARTIES") DISCLAIM ALL LIABILITY WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. THE INVOLVED PARTIES DO NOT ACCEPT ANY LIABILITY FOR ANY LOSS OR DAMAGE, INCLUDING DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, RESULTING FROM OR IN CONNECTION WITH: (A) ANY USE OF, OR INABILITY TO USE THE WEBSITE, THE SERVICE, CONTENT OR OTHER MATERIALS IN OR ASSOCIATED WITH THE WEBSITE AND SERVICE; OR (B) ANY OTHER MATTER RELATING TO THE WEBSITE, SERVICE, CONTENT, THE MEMBER SUBMISSIONS, THIRD PARTY SOFTWARE, THIRD PARTY PLATFORMS OR OTHER MATERIALS IN OR ASSOCIATED WITH THE WEBSITE AND SERVICE, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF THE INVOLVED PARTIES HAVE BEEN ADVISED OF, OR COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITATION, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE.

### **9.2 APPLICABLE ONLY TO RESIDENTS OF THE PROVINCE OF QUEBEC**

EXCEPT FOR DAMAGES RESULTING FROM THE INVOLVED PARTIES OWN ACTS, THE INVOLVED PARTIES WILL NOT BE LIABLE TO YOU FOR ANY DAMAGES, INCLUDING DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES, RESULTING FROM OR IN CONNECTION WITH: (A) ANY USE OF, OR INABILITY TO USE, THE WEBSITE, SERVICE,

CONTENT OR OTHER MATERIALS IN OR ASSOCIATED WITH THE WEBSITE AND SERVICE; OR (B) ANY OTHER MATTER RELATING TO THE WEBSITE, SERVICE, CONTENT, OR OTHER MATERIALS IN OR ASSOCIATED WITH THE WEBSITE AND SERVICE. WITHOUT LIMITATION, YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY SUCH LOSS OR DAMAGE

#### **10. Indemnification**

You shall release, defend, indemnify, and hold Georgian Bay and its affiliates and subsidiaries, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your access to or use of the Website or Services; or (ii) your violation of these Terms.

#### **11. Governing Law**

These Terms are governed by and construed in accordance with the laws of the Province of Ontario, Canada and of the laws of Canada applicable therein without regard to its choice of law or conflicts of law principles. You agree that any dispute is to be submitted to a court of competent jurisdiction in the City of Toronto, Province of Ontario, Canada.

#### **12. Termination of Website and/or Service**

Georgian Bay reserves the right to discontinue at any time, without notice, the Website, Service, Content, contests, promotions, materials, equipment, specifications, products and/or other services described on the Website, Service or the availability thereof. Georgian Bay also reserves the right, in its sole discretion, to terminate these Terms and your access to all or part of the Website and/or Service with or without notice to you.

#### **13. Entire Agreement; Severability**

Subject to the Privacy Statement and any other agreement or term that may apply, these Terms constitute the entire agreement between you and Georgian Bay regarding your use of the Website, Service and any other subject matter herein. If any portion of these Terms is declared or held unlawful, invalid, or unenforceable, then such portion of these Terms shall be deemed severed herefrom and shall not affect the validity or enforceability of the remainder of these Terms.

We may, from time to time, offer you the opportunity to participate in or use other special services, events, contests, and so forth, both on and off the Website. By participating in any such special service, you agree to any and all special terms set forth in connection with any such service, in addition to these Terms.

#### **14. Headings**

The section/paragraph headings appearing in these Terms are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect such section/paragraph.

#### **15. Enurement**

These Terms are binding upon and shall enure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives and permitted assigns. You shall not assign or transfer your rights or obligations hereunder or otherwise without our prior written consent, which consent shall be at our sole discretion.

#### **16. Contact Us**

If you have any questions about these Terms, please contact us at:

Georgian Bay Spirit Co.

50 Cumberland Street, 4<sup>th</sup> Floor

Toronto ON M4W 1J5

416-535-9441

[info@georgianbayspiritco.com](mailto:info@georgianbayspiritco.com)