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These End User Terms (“Terms”) set forth the legal contract between Cellar, INC (“Cellar” “we,” “us,” or “our”) and you as an end user of Cellar’s services (“you” and “your”) with respect to access to and use of Cellar’s mobile application (the “App”), and any associated materials or documentation or content therein (“Materials”) made available through the App.

These Terms is written in the English language. We do not guarantee the accuracy of any translated versions of these Terms. To the extent any translated versions of these Terms conflict with the English language version, the English language version of these Terms shall control.

I. GENERAL CONDITIONS

Please carefully read these Terms before using our App. By using our App, you agree to be bound by these Terms including the Binding Arbitration Clause and Class Action Waiver described in Section XV. If you do not agree to these terms, then you must not use our App. If you violate these Terms, we reserve the right to deny you access to our App, together with any and all other legal remedies.

The headings used herein are included for convenience only and will not limit or otherwise affect these Terms.

II. USE OF THE APP AND MATERIALS

A. General.

Subject to and conditioned on your compliance with these Terms, Cellar grants you a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the App and Materials solely for your personal or internal use during the subscription term.

We reserve the right to, at any time, temporarily or permanently, modify or discontinue any features associated with the App with or without notice and for any reason, including performing maintenance, repairs or upgrades. We will endeavor to provide notice before any scheduled upgrades. We will not be liable if for any reason all or any part of the App are unavailable at any time or for any period.

B. Connectivity

You are responsible for obtaining and maintaining, at your sole expense, all hardware, software, equipment, devices, and services that you require to access and use the App. We are not responsible for and have no liability with respect to the selection, purchase, maintenance or proper functioning of any such hardware, software, equipment, devices and services.

C. Acceptable Use

In addition to other prohibitions as set forth herein, you are prohibited from using the App or Content to: (a) transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam" or any other similar solicitation; (b) systematically retrieve data or other content from the App to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us; (c) make any unauthorized use of the App, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses; (d) use a buying agent or purchasing agent to make purchases on the website; (e) advertise or offer to sell goods and services; (f) engage in unauthorized framing of or linking to the App; (g) engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools; (h) interfere with, disrupt, or create an undue burden on the website or the networks or services connected to the App; (i) sell or otherwise transfer your profile; (j) use the App as part of any effort to compete with Us or otherwise use the App and/or the content for any revenue-generating endeavor or commercial enterprise; (k) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the website; (l) copy or adapt the App' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code; (m) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, malicious code, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the App or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the App; (n) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms"); (o) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the App, or using or launching any unauthorized script or other software; or (p) perform any acts or functions that may be deemed a breach or violation these

Terms. We reserve the right to terminate your use of the App or any related website for violating any of the prohibited uses.

D. Consent to Receive SMS Messages.

You consent to receive SMS messages (including text messages), from us, at the specific number(s) you have provided to us or that you have authorized your employer to provide to us. You certify, warrant, and represent that the telephone number you have provided to us is your contact number and not someone else's. You represent that you are permitted to receive text messages at the telephone number you have provided to us. Standard message and data rates may apply to all SMS messages (including text messages). We may modify or terminate our SMS messaging services from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to you. If you no longer want to receive text messages from us, reply STOP (or as otherwise instructed) in the text message or Contact Us.

III. ACCOUNT ACCESS.

In order to access and use the App, you must set up an account with Cellar ("Account"). All information you provide to us when creating your Account will be accurate and true to the best of your knowledge. You are responsible for maintaining the confidentiality of your login credentials. You are responsible and liable for all uses of the App and Content through access thereto provided by you, directly or indirectly. You must notify us immediately if you become aware that your account is being used without authorization.

When you create an Account, we may require you to indicate the distributor where you work. Once we receive this information, we may share your Information with your distributor's personnel (e.g., the distributor manager) to verify that you work at the distributor. We may not register your Account if your position is not verified. We are not responsible for any distributor personnel's failure to, or decision not to, verify your Account.

IV. OFFERS AND REWARDS

Our App may allow users to learn about alcohol brands we have partnered with ("Brand(s)"). App users browse available offers that the users can redeem by watching Brand videos and completing survey questions published by Brands ("Offers"). Users may earn monetary rewards when completing qualifying Offers offered in the App ("Rewards").

To begin earning Rewards on Offers, you must connect a qualifying account with a third-party payment service, such as Venmo or Paypal ("Payment Account"). You represent that the information you provide to us regarding your Payment Account is accurate and true and that you have the right to allow us to connect to your Payment Account. We reserve the right to determine in our sole discretion whether a linked Payment Account qualifies to receive Rewards.

Users can earn Rewards based on requirements in a particular Offer. Users earn rewards only upon completing an Offer in accordance with its terms as determined by Cellar in its sole

discretion. Unless otherwise expressly stated in an Offer, each Offer is limited to one (1) per user/account. Different Offers may not be made available to all users and Reward amounts may vary.

Offers and Rewards may be subject to additional terms, conditions, and restrictions that we set in the Offer. Such terms, conditions, and restrictions may be updated, modified, suspended, or canceled at any time without notice to you. If there is a conflict between these Terms and the terms and conditions of any Offer, unless explicitly provided otherwise in these Terms, the Offer terms and conditions will control.

V. BRAND SALES INCENTIVE CAMPAIGNS

Our App may allow users to participate in sales incentive campaigns (“Incentive Campaigns”) offered by Brands or Distributors. Users may earn Rewards when participating in Incentive Campaigns. Brands and Distributors are solely responsible for Incentive Campaigns they publish, including the content and rules for the Incentive Campaign. Cellar has no control over and will not be liable for any Incentive Campaign.

VI. MESSAGING APP

Our App may allow users to send and receive messages from Brands. When using our messaging functionality, you agree that you will not: (a) send messages that are illegal, obscene, defamatory, threatening, intimidating, harassing, or that instigate or encourage conduct that would be illegal; (b) share content that is harmful, shocking, misleading, or sexually explicit; or (c) impersonate another person or falsely represent another organization or distributor. We reserve the right to remove content in any message that is in violation of this section and to limit or restrict your access to our messaging services for any reason in our sole discretion.

VII. USER CONTENT

You are responsible for any information, opinions, messages, comments, photos, and other content or material that you submit, upload, post or otherwise make available on or through the App (“User Content”). We do not guarantee that you will be able to edit or delete any User Content you have submitted. You acknowledge and agree that your User Content may be viewed and used by Brands in accordance with these Terms and our Privacy Policy.

By submitting any User Content, you are promising us that:

- You own all rights in your User Content (including, without limitation, all rights to the reproduction and display of your User Content) or, alternatively, you have acquired all necessary rights in your User Content to enable you to grant to us the rights in your User Content as described in these Terms;

- You have paid and will pay in full all license fees, clearance fees, and other financial obligations, of any kind, arising from any use or commercial exploitation of your User Content;
- Your User Content does not infringe the copyright, trademark, patent, trade secret, or other intellectual property rights, privacy rights, or any other legal or moral rights of any third party;
- You voluntarily agree to waive all "moral rights" that you may have in your User Content;
- Any information contained in your User Content is not known by you to be false, inaccurate, or misleading;
- Your User Content does not violate any law (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising);
- Your User Content is not, and may not reasonably be considered to be, defamatory, libelous, hateful, racially, ethnically, religiously, or otherwise biased or offensive, unlawfully threatening, or unlawfully harassing to any individual, partnership, or corporation, vulgar, pornographic, obscene, or invasive of another's privacy;
- You were not and will not be compensated or granted any consideration by any third party for submitting your User Content;
- Your User Content does not incorporate materials from a third-party website, or addresses, email addresses, contact information, or phone numbers (other than your own);
- Your User Content does not contain any viruses, worms, spyware, adware, or other potentially damaging programs or files;
- Your User Content does not contain or constitute any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

We may, but are not obligated to, pre-screen User Content or monitor any area of the App through which User Content may be submitted. We are not required to host, display, or distribute any User Content on or through the App and may remove at any time or refuse any User Content for any reason. We are not responsible for any loss, theft, or damage of any kind to any User Content.

VIII. INTELLECTUAL PROPERTY

All Materials available through the App, including but not limited to design, artwork, hyperlinks, text, videos, calendars, software, images, technical drawings, blog posts, podcasts, audio, images, art, code, configurations, graphics, other files, and their selection and arrangement, are the proprietary property of us, our affiliates, our alcohol brand partners, or licensors and are protected by United States and international intellectual property and proprietary rights laws. We reserve any and all rights to the Materials. The Materials may not be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means in whole or in part without our prior written permission except you may download and print Materials for non-commercial uses that are not competitive with or

derogatory to us, provided that you keep all copyright or other proprietary notices intact, do not alter such Materials, and do not further reproduce, publish or distribute such Materials. Please note that this limited consent may be revoked at any time by us and does not include consent to republish Materials on the Internet, or any Intranet or Extranet site, or to incorporate the Materials in any database or other compilation. Any other use of the Materials is strictly prohibited. You further agree that you will not systematically extract, collect or harvest through electronic means or otherwise, any data or data fields from our App, including but not limited to customer identities or Information.

All registered and unregistered trademarks visible or accessible through our App are trademarks of Cellar, or licensors and may not be copied, imitated, or used in whole or in part without the prior written permission of Cellar, or its owners. All page headers, customer graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of ours or our affiliates and may not be copied, imitated, or used in whole or in part without prior written permission of us.

IX. DURATION OF TERM AND TERMINATION

The duration of these Terms commences on the date when you first access the App and continues in full force and effect until you no longer use the App. These Terms will also end upon any termination of your employment with the distributor that verified your access to the App.

In addition to any other remedies available to us, we may terminate your access to the App with immediate effect if you are in material breach of any obligation in these Terms. We also reserve the right to terminate or suspend your access to the App where deemed reasonably necessary by us in our sole discretion.

Upon termination or expiration of these Terms for any reason, including termination of your employment as described above, your access rights granted hereunder shall also terminate, and you shall cease using the App and Materials.

X. ACCURACY, COMPLETENESS, & TIMELINESS OF INFORMATION

A. Errors, Inaccuracies, & Omissions

Our App, including any descriptions of Offers and Rewards, may contain typographical errors, inaccuracies, or omissions that may relate to our offerings, promotions, events, and materials. We do not warrant the accuracy, completeness, or usefulness of this information. We disclaim all liability and responsibility placed on such information by you, or by anyone who may be informed of any of its contents.

We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel programs if any information about our offerings, promotions, packages, programs, events, or materials in the App or on any related website, are inaccurate at any time without prior notice.

We do not take on any obligation to update, amend, or clarify information on the App or on any related website, including without limitation, pricing, dates, availability, location, products, and services, except as required by law.

No specified update or refresh data applied in the App or on any related website should be taken to indicate that all information in the App or on any related website has been modified or updated.

B. Links to the App

You may not create a link to any page of our App without our prior written consent. If you do create a link to a page of our App, you do so at your own risk and the exclusions and limitations set out above will apply to your use of our App by linking to them.

XI. CELLAR DISCLAIMERS

OUR APP, AND THE INFORMATION ON OR AVAILABLE THROUGH OUR APP, IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATION, WARRANTIES, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR APP WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APP WILL BE ACCURATE OR RELIABLE. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE APP FOR INDEFINITE PERIODS OF TIME OR CANCEL THEM AT ANY TIME WITHOUT NOTICE TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXCLUDE ALL REPRESENTATIONS AND WARRANTIES RELATING TO OUR APP, OR RELATED CONTENT, WHICH IS OR MAY BE PROVIDED BY ANY AFFILIATE OR ANY OTHER THIRD PARTY.

OUR APP ALLOWS YOU TO REVIEW INFORMATION SUPPLIED BY BRANDS AND RECEIVE COMMUNICATION WITH BRANDS VIA MESSAGING FUNCTIONALITY. WE DO NOT CONTROL THE INFORMATION PROVIDED BY BRANDS AND, AS SUCH, DO NOT GUARANTEE THE USEFULNESS, ACCURACY, INTEGRITY, OR QUALITY OF SUCH INFORMATION. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY INFORMATION POSTED, EMAILED, OR OTHERWISE TRANSMITTED, WHETHER BY US, YOU, OR OTHERS.

IN NO CASE SHALL WE, OUR EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY

INJURY, LOSS CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, DAMAGE CAUSED TO YOUR COMPUTER, COMPUTER SOFTWARE, SYSTEMS AND PROGRAMS AND THE DATA THEREON, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING FROM YOUR USE OF THE APP OR IN ANY WAY RELATED TO THE APP, INCLUDING BUT NOT LIMITED TO ANY ERRORS OR OMISSIONS IN ANY USE OF THE APP OR ANY CONTENT OR PRODUCT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE. IN ANY EVENT, THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND OUR SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00).

XII. INDEMNIFICATION

To the fullest extent permitted by law, and except to the extent arising from our gross negligence or intentional misconduct, you agree to indemnify, defend, and hold harmless us, and our employees, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, from any claim or demand, including reasonable attorneys' fees made by any third party due to or arising out of your breach of these Terms or the documents they incorporate by reference, or your violation of any law or rights of a third party. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with us in asserting any available defenses. You shall not settle any actions or claims on our behalf without our prior written consent.

XIII. USER ELIGIBILITY & CHILDREN'S INFORMATION

USER ELIGIBILITY

Our app is intended for users over the age of 18 in the United States.

CHILDREN'S INFORMATION

We do not target our App to minors, who are under thirteen (13) (or a higher age threshold where applicable). You agree that you are not under thirteen (13) years of age. We do not intend to collect or process any information from anyone under the age of eighteen (18). If we become aware that a user is under eighteen (or a higher age threshold where applicable) and has provided us with information, we will take steps to comply with any applicable legal requirement to remove such information. Contact us if you believe that we have mistakenly or unintentionally collected information from a person under the age of eighteen (18).

XIV. GOVERNING LAW

These Terms and any separate agreements whereby we provide you access to the App shall be governed and construed in accordance with the laws of the state of Florida without reference to any conflict of law rules.

You agree that You will not use the App in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

XV. ARBITRATION CLAUSE AND CLASS ACTION WAIVER – IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS.

A. Arbitration Notice.

You and Cellar agree that if there is any dispute or claim arising from or related to our App and/or these Terms will be resolved by confidential binding arbitration, rather than in court, after first giving Notice of the Dispute (“Notice”) to the other party and the opportunity to discuss resolution within thirty (30) days of such Notice. The Notice to the Company should be sent to: 2100 Blanche Road, Manhattan Beach, California 90266. This Notice must include a description of the nature and basis of the claims the party is asserting, and the relief sought

If You and Cellar are unable to resolve the claims described in the Notice within thirty (30) days after the Notice is sent, You or the Company may initiate arbitration proceedings. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the provisions of these Terms & Conditions as a court would. YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT.**

The Federal Arbitration Act and federal arbitration law apply and the American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules.

The arbitration shall be held in the State of Florida or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, You or the Company may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on You and the Company subject to the

arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by You and the Company, unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the State of Florida, including recognized principles of equity, and will honor all claims of privilege recognized by applicable law. The arbitrator's award shall be confidential, final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Notwithstanding any provision in these Terms to the contrary, You and the Company agree that if the Company makes any change to this Section (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any claim that was filed in a proceeding against us prior to the effective date of the change. Moreover, if we seek to terminate this Section, any such termination shall not be effective until thirty (30) days after the version of these Terms containing this Section is posted to the websites, and shall not be effective as to any claim that was filed in a proceeding against us prior to the effective date of termination.

CLASS ACTION WAIVER: YOU AND THE COMPANY AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that You or the Company may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

B. Claims and Disputes Must be Filed Within One Year

To the extent permitted by law, and without limiting the effect of any disclaimer contained herein, any cause of action or claim you may have with respect to your use of the App, including, without limitation, any website or mobile application or other App-related product, services, or other content must be commenced within one (1) year after the claim or cause of action arises. This section applies to you and your heirs, successors, and assigns.

XVI. SEVERABILITY.

To the extent that any provision of these Terms is deemed to be unlawful, void, or unenforceable, including the binding arbitration clause and class action waiver, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms. Such determination shall not affect the validity and enforceability of any other remaining provisions.

XVII. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to these Terms. We shall have the right to assign our rights or delegate any of its responsibilities under these Terms to an affiliate or in connection with a merger, consolidation, or reorganization for the sale of substantially all of our assets.

XVIII. CHANGES TO THESE TERMS

We reserve the right to change, modify, or amend these Terms at any time to reflect changes in our practices and service offerings. If we modify these Terms, such changes will be effective upon posting. It is Your obligation to check our current Terms for any changes. These Terms may only be modified in writing. Any ambiguities in the interpretation will not be construed against the drafter.

XIX. CONTACT US

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

Email: admin@cellarco.ai

[Privacy Policy](#)

Call us: 888-510-8233

Write us: PO Box details

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