

TEQUILA
COMISARIO
ULTRA PREMIUM

TERMS OF USE:

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To access this Website you must be of legal drinking age in the country where you reside. Please exit this Website immediately if you are not of a legal age for consuming alcoholic beverages in the country or territory in which you reside, or are in a country or territory where the access to this Website is not permitted. You may choose to review country specific information by clicking this [link](#).

By entering this Website you agree to be bound by the Terms and Conditions of Use ("Terms of Use"), which shall take effect immediately on your first visit of the Website. Please read the Terms of use carefully before accessing and using the Website. If you do not agree and accept, without limitation or qualification, these Terms of Use, please exit the Website.

Elite Beverage International is a group of companies, headed by Elite Beverage International in the United States and with local entities throughout the world. Elite Beverage International (the "Company") may revise these Terms of Use at any time by updating this posting. You can determine when these Terms of Use were last revised by referring to the "LAST UPDATED" legend at the top of these Terms of Use. Your continued use of the Website will be deemed acceptance of the updated or amended terms. If you do not agree to the changes, you should cease using this Website.

Except as otherwise stated in Section 8 (Promotions), if there is any conflict between these Terms of Use and specific provisions appearing elsewhere on the Website, then these Terms of Use shall prevail.

1. Restricted Uses.

The Website is owned and operated by Company. The content of this Website, including but not limited to any trademarks, designs, logos, text, images, audio and video materials thereon, is the intellectual property of Company or its affiliates ("Company's Proprietary Material") unless otherwise stipulated in writing. Company's Proprietary Material is protected under the laws of the United Kingdom and other nations around the world, and under international treaties – in particular under copyright and trademark laws. You are not permitted to remove any copyright or other proprietary notice from Company's Proprietary Material. You are also not permitted to publish, distribute, transmit online or offline or otherwise use Company's Proprietary Material in any way for any public or commercial purpose, without the prior and express written consent of Company. Subject to your compliance with these Terms of Use, and solely

for as long as you are permitted by Company to access and use the Website, you may download one (1) copy of any particular materials from the Website for your own personal, non-commercial use, provided that you agree to abide by any copyright notice or other restrictions contained in or applicable to such materials, including any author attribution, copyright or trademark notice or restriction in any such material that you download.

2. Use of Information/Materials.

You may print or have printed by a third party any downloadable information or materials offered on this Website provided that all of the following six conditions are met:

- You require the materials or information solely for, private and not for direct or indirect commercial purposes;
- Your use of the materials is for lawful purposes;
- No copyright or other notice regarding the rights or property of third parties is removed from the materials or information;
- You do not assert any copyright or other intellectual property, ownership or other interest or right in respect of the materials or information;
- You reside in a country or territory where the consumption of alcoholic beverages is permitted; and
- You are of a legal age to consume alcoholic beverages pursuant to the laws of the country or territory in which you reside or of the age at which you have legal capacity to contract in the country in which you are resident, whichever is the greater.

3. Limited License.

Except for the limited license to download and print certain material / information from this Website for non-commercial and private purposes only, you have no right to use Company's Proprietary Material. All rights with respect to Company's Proprietary Material remain the exclusive property of Company or its affiliates.

4. Information Submitted Through the Website.

Your submission of information through the Website is governed by Company's Privacy Policy and Security Statement (the "[Privacy Policy](#)"), and these Terms of Use incorporate by reference the terms and conditions of the Privacy Policy. You represent and warrant that any information you provide in connection with your use of the Website is true, accurate and complete, and that you will maintain and update such information as needed such that the information remains true, accurate and complete.

5. Registration; User Names and Passwords.

From time to time, certain sections of this Website may be restricted to registered users. Where a registration procedure applies, you may be required to register with Company in order to access certain areas of the Website. With respect to any such

registration, we may refuse to grant you, and you may not use, a user name or email address that belongs to or is already being used by another person; that may be construed as impersonating another person; that violates the intellectual property or other rights of any person; that is offensive; or that we reject for any other reason in our sole discretion. You are responsible for maintaining the confidentiality of any password you may use to access the Website, and you agree not to transfer your password or user name, or lend or otherwise transfer your use of or access to the Website, to any third party. You are fully responsible for all transactions (including any information transmitted in connection with any transactions) and other interactions with the Website that occur in connection with your user name. You agree to immediately notify Company of any unauthorized use of your password or user name or any other breach of security related to your account, your user name or the Website, and to ensure that you "log off" and exit from your account with the Website (if applicable) at the end of each session. We are not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

6. Rules of Conduct.

We expect users of the Website to respect the law as well as the rights and dignity of others. While using the Website you agree to comply with all applicable laws, rules and regulations. In addition, your use of the Website is conditioned on your compliance with the rules of conduct set forth in this section, and failure to comply with these rules of conduct may result in termination of your access to the Website pursuant to Section 15 (Miscellaneous) below.

You agree not to:

- Post, transmit, or otherwise make available through or in connection with the Website:
 - any information or materials that are or may be, or the posting, transmission or use of which is or may be: (a) threatening, harassing, degrading, hateful or intimidating; (b) defamatory or libelous; (c) fraudulent or tortious; (d) obscene, indecent, pornographic or otherwise objectionable; (e) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right; (f) depicting or endorsing irresponsible drinking; or (g) depicting or endorsing activities that are inappropriate when consuming or after consuming alcoholic beverages such as operating a motor vehicle;
 - any material that would give rise to criminal or civil liability; that encourages conduct that constitutes a criminal offense; or that encourages or provides instructional information about illegal activities or activities such as "hacking," "cracking," or "phreaking";
 - any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is harmful or invasive or that may or is intended to damage, hijack, disable, interfere with, or disrupt the operation of, or monitor the use of, any hardware, software or equipment;

- any unsolicited or unauthorized advertisements, promotional material, "junk mail," "spam," "chain letter," "pyramid scheme" or investment opportunity, or any other form of solicitation that is not expressly approved by Company in advance;
- any personally identifiable information of another individual, without the prior consent of such individual;
- any material, non-public information about a company, without the proper authorization to do so.
- Use the Website for any fraudulent or unlawful purpose.
- Use the Website to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including without limitation others' privacy rights or rights of publicity, or to harvest or collect information about users of the Website.
- Impersonate any person or entity, including without limitation any representative of Company; falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Website; or express or imply that we endorse any statement you make.
- Interfere with or disrupt the operation of the Website or the servers or networks used to make the Website available; or violate any requirements, procedures, policies or regulations of such networks.
- Restrict or inhibit any other person from using the Website (including without limitation by hacking or defacing any portion of the Website).
- Use the Website to advertise or offer to sell or buy any goods or services for any business purpose without Company's express prior written consent.
- Reproduce, duplicate, copy, sell, resell, link to or otherwise exploit for any commercial purposes, any portion of, use of, or access to, the Website.
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Website.
- Remove any copyright, trademark or other proprietary rights notice from the Website or materials originating from the Website.
- Frame or mirror any part of the Website.
- Create a database by downloading and storing Website content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather Website content or reproduce or circumvent the navigational structure or presentation of the Website without Company's express prior written consent.

Additionally, you acknowledge and agree that you (and not Company) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment, and services needed to access and use the Website and for paying all charges related thereto.

If Company is made aware of any information or materials posted, transmitted, or otherwise made available through or in connection with the Website that may be a violation of any law, regulation, or rights of a third party, including, but not limited to, rights under the copyright law and prohibitions on libel, slander, and invasion of privacy,

or a violation of these Terms of Use, Company has the right, but not the obligation, to remove or disable access to the respective information or materials.

7. Forums and Review Submissions.

7.1 Forums: Company may offer features through the Website that enable you to post information, photographs and other materials and images publicly (collectively referred to herein as "Forums"). All of the rules of conduct described in Section 6 above apply to the Forums. Additionally, without Company's express prior written consent, you may not use the Forums for any commercial purposes, including the promotion or advertisement of any goods, services or opportunities, and you may not use the Forums to solicit other Website visitors or users to visit or become members of, subscribe to or register with any commercial online service or other organization.

7.2 Reviews: We may also enable you to submit a product review ("Review"). To write a review you must have purchased a product using a valid method of payment. When you submit or make available any information, photographs or other materials and images through the Forums or otherwise through the Website ("Review"), you acknowledge and agree that those Reviews, may be made available to the general public, and may be used by Company without restriction. The review must be your own original opinion and writing and must not infringe the rights of any third party.

We would like to hear your honest opinion regarding our products. To help other customers, when submitting a Review, please explain what you liked or didn't like about the product you purchased and explain why you gave the product the rating you awarded. We will publish all reviews, even critical ones, however we reserve the right, at our sole discretion, to edit any Review and to choose to include or not include such Review in the Website. We may reject or remove a review if:

- The review does not comply with the rules of conduct in section 6 above;
- The review relates to a product that you have not purchased;
- The review does not provide sufficient information to explain the rating;
- The review concerns product availability, quality or other concerns that should be addressed with our customer service team; or
- There are unusually high numbers of reviews for a product posted in a short period of time, or where the review appears to be paid for, incentivised or otherwise not legitimate.

7.3 The Forums and Reviews include the opinions, statements and other content of third parties. We are not responsible for screening, monitoring or verifying such content, including such content's accuracy, reliability or compliance with copyright or other laws. Any opinions, statements or other materials made available by third parties through the Forums or otherwise through the Website are those of such third parties and not of Company, and Company does not endorse any such opinions, statements or materials.

We may remove objectionable statements or other content from the Website at any time if we deem removal to be warranted. Please understand that removal or editing of any Submission or other materials may not occur immediately.

You acknowledge and agree that Company has no control over, and shall have no liability for any damages resulting from, the use (including without limitation re-publication) or misuse by any third party of information voluntarily made public through the Forums or any other part of the Website.

8. Promotions.

Any prize draws, contests, or similar promotions made available through this Website may be governed by specific rules that are separate from these Terms of Use. By participating in any such prize draw, contest, or promotion you agree to become subject to those rules, which may vary from the terms and conditions set forth herein.

Company urges you to read the applicable rules, if any, which will be linked from the particular activity, and to review the [Privacy Policy and Security Statement](#), which, in addition to these Terms of Use, will govern any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with these Terms of Use, the terms and conditions of such rules will control.

9. Links to or from Other Websites.

Except as otherwise expressly stated by Company on the Website, Company is not affiliated or associated with operators of any third party websites that link to or are linked from the Website. Company expressly disclaims any responsibility for the accuracy, content, or availability of information found on third party websites that link to or are linked from the Website. We cannot ensure your satisfaction with any products or services that are available through any third party site that links to or is linked from the Website because these third party sites are owned and operated by independent entities. We do not endorse any of the products or services, nor have we taken any steps to confirm the accuracy or reliability of any of the information, made available through any third party sites. We make no representations or warranties as to the security of any information (including without limitation credit card or other payment card and other personal information) that you may provide or be requested to provide to any third party, whether through such a third party site or otherwise.

YOU AGREE THAT YOUR USE OF THIRD PARTY SITES AND RESOURCES AND ANY CONTENT, INFORMATION, DATA, ADVERTISING, PRODUCTS, SERVICES, OR OTHER MATERIALS ON OR AVAILABLE THROUGH SUCH SITES AND RESOURCES IS AT YOUR OWN RISK AND IS SUBJECT TO THE TERMS AND CONDITIONS OF USE APPLICABLE TO SUCH SITES AND RESOURCES.

Company shall have the right, at any time and at its sole discretion, to block links to the Website through technological or other means without prior notice.

10. Disclaimer.

While the Company endeavors to ensure that the information on the Website is correct, the Company does not warrant the accuracy and completeness of the material on the Website. The Company may make changes to the material on the Website, or to the products and prices described in it, at any time without notice. The material on the Website may be out of date, and the Company makes no commitment to update such material. To the maximum extent permitted by law, the Company provides you with the Website on the basis that the Company excludes all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law).

If you become aware of any unauthorized third party alteration to the Website, contact us per instructions found in Section 16 (Contacting Us) with a description of the material(s) at issue and the URL or location on the applicable Website where such material(s) appear.

11. Limitation of Liability.

Subject to Section 12 (Indemnification), the Company, any other party (whether or not involved in creating, producing, maintaining or delivering the Website), and any of the Company's group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort, including without limitation negligence, contract or otherwise) in connection with the Website in any way or in connection with the use, inability to use or the results of use of the Website, any websites linked to the Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Website or your downloading of any material from the Website or any websites linked to the Website. Nothing in these Terms and Conditions shall limit the Company's liability for: (i) death or personal injury caused by the proven negligence of the Company, its directors, agents, officers or representatives; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot be excluded or limited by law.

12. Indemnification.

You will indemnify, defend and hold the Company harmless from and against any and all claims, actions, demands, causes of action and other proceedings arising from or related to any of the following (the "Claims"): (a) your use of, inability to use, or activities in connection with the Website; (b) any violation of these Terms of Use or any other Company terms, conditions or policies by you or through any account you may have with any Website; (c) any transaction; (d) any allegation that any Submission or other materials that you make available through the Website infringe or otherwise violate the intellectual property, privacy, or other rights of any third party; or (e) your violation of any rights of any Website visitor, user, or customer, or any other third party; and you agree to reimburse the Company on demand for any damages, losses, costs,

judgments, fees, fines and other expenses they incur (including attorneys' fees and court costs) as a result of any Claim(s).

13. Termination and Enforcement.

You agree that Company, at its sole discretion, may terminate your access to or use of the Website, at any time and for any reason, including without limitation if Company believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Use (including but not limited to your failure to comply with the rules of conduct set forth in Sections 6 and 7 (Rules of Conduct; Forums and Submissions) above). Upon any such termination, your right to use the Website will immediately cease. You agree that any termination of your access to or use of the Website may be effected without prior notice and that Company may immediately deactivate or delete any user name and/or password used by or provided to you, and all related information and files associated therewith, and/or bar any further access to such information or files. You agree that Company shall not be liable to you or any third party for any termination of your access to the Website or to any such information or files and shall not be required to make such information or files available to you after any such termination. Company reserves the right to take steps that Company believes are necessary or appropriate to enforce and/or verify compliance with these Terms of Use (including without limitation in connection with any legal process relating to your use of the Website and/or a third party claim that your use of the Website is unlawful or violates such third party's rights).

14. Governing Law.

These Terms of Use shall be governed by the laws of the United States or the country where a local entity resides, without regard to its conflict of laws principles. All disputes arising under or relating to these Terms of Use or to your use of (or inability to use) the Website shall be settled by arbitration administered under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules, as amended by the terms of this Agreement. To the extent that the arbitrator deems reasonable, the arbitrator shall conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances. Any in-person appearances requested by the arbitrator shall be held in the United States or in the country of the local entity. Arbitration proceedings shall be conducted in the English language or the language spoken in the country of the local entity and shall be conducted in a manner that preserves confidentiality. The arbitrator's decision shall follow the plain meaning of the relevant documents and shall be final and binding. The award rendered by the arbitrator(s) may be confirmed and enforced in any court having jurisdiction thereof. The foregoing shall not preclude Company from seeking any injunctive relief in court for protection of its intellectual property rights (including the rights of its licensors), and you agree to exclusive jurisdiction by the courts located at Company's place of establishment, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

15. Miscellaneous.

If any provision of these Terms of Use shall be deemed to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms of Use without our express prior written consent. No waiver by either party of any breach or default hereunder will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is inserted only as a matter of convenience, and in no way defines or explains any section or provision hereof. These Terms of Use, together with all agreements and statements referred to herein and incorporated herein by reference, is the entire agreement between you and Company relating to the subject matter hereof and, except as otherwise provided herein, supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Company relating to such subject matter. Notices to you may be made by posting a notice (or a link to a notice) on the Website, by email, or by postal mail, at Company's discretion. Without limitation, you agree that a printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

16. Contacting Us.

If you have any questions regarding the Website or these Terms of Use, please send an email to Privacy@b-f.com. Note that e-mail communications will not necessarily be secure; accordingly, you should not include credit or other payment card information or other sensitive information in your e-mail correspondence with us.

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Choose a country

United States

Claims of Copyright Infringement.

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials available on the Website infringe your copyright, you (or your agent) may send the Company a notice requesting that it remove the material or block access to it. If you believe in good faith that someone has wrongly filed a notice of copyright infringement against you, the DMCA permits you to send a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. See

<https://www.copyright.gov/> for details. Notices and counter-notices should be sent to: Brown-Forman Brands, attn: Copyright Agent, 4040 Civic Center Drive, Suite 528, San Rafael, California 94903 USA, Telephone 415-446-5225, Fax 415-446-5230, email: Domain_Master@B-F.com. We suggest that you consult your legal advisor before filing a notice or counter-notice.

Important Note to New Jersey Consumers.

If you are a consumer residing in New Jersey, the following provisions of this Terms of Use do not apply to you (and do not limit any rights that you may have) to the extent that they are unenforceable under New Jersey law: (a) in Section 12 above, the disclaimer of liability for any indirect, incidental, consequential, special, exemplary or punitive damages of any kind (for example, to the extent unenforceable under the New Jersey Punitive Damages Act, New Jersey Products Liability Act, New Jersey Uniform Commercial Code and New Jersey Consumer Fraud Act); (b) in Section 12 above, the limitation on liability for lost profits, loss of use, loss of data, loss of other intangibles, loss of security of information, or unauthorized interception of information (for example, to the extent unenforceable under the New Jersey Identity Theft Protection Act and New Jersey Consumer Fraud Act); (c) in Section 12 above, application of the limitations of liability to the recovery of damages that arise under contract, tort (including negligence) or any other theory (for example, to the extent such damages are recoverable by a consumer under New Jersey law, including the New Jersey Products Liability Act); (d) in Section 13 above, the requirement that you indemnify Company (for example, to the extent the scope of such indemnity is prohibited under New Jersey law); (e) in Section 15 above, the Kentucky governing law provision (for example, to the extent that your rights as a consumer residing in New Jersey are required to be governed by New Jersey law); and (f) in Section 15 above, the provision requiring claims or causes of action to be brought within one (1) year (for example, to the extent that New Jersey law provides consumers with a longer period in which to bring such an action).

California Transparency in Supply Chains Act

On January 1, 2012, the Transparency in Supply Chains Act came into effect which requires certain retailers and manufacturers doing business in California to publicly disclose their efforts, if any, to eradicate slavery and human trafficking from their supply chains.

We do not use any forced labor in our operations and we expect the same of our business partners and suppliers. Accordingly, all of our employees are charged with identifying and working with reputable suppliers that are committed to complying with all federal, state, and foreign laws regarding labor practices.

When we source from suppliers, we typically do so from suppliers located in the United States, and we typically do not engage suppliers from countries with an increased risk of human trafficking and slavery. We monitor supplier behavior and compliance to ensure that our suppliers meet our high standards. It is our policy to cease doing business with any supplier who participates in human trafficking or forced labor

practices. If we discover a concern with one of our suppliers, we may require appropriate corrective action or terminate the relationship.

We have and are continuing to educate our employees who are involved in the procurement of goods and services about the Transparency in Supply Chains Act to guard against any use of forced labor in our supply chains.

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