

TERMS & CONDITIONS

Fischer-Thompson Beverages Website Standard Terms And Conditions

Last Updated: 12/19/2024

1. INTRODUCTION

These Website Standard Terms and Conditions (these “Terms” or these “Website Standard Terms and Conditions”) govern your use of this website, including all pages within this website (collectively referred to herein below as this “Website”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website if you have any objection to any of these Website Standard Terms and Conditions.

This Website is not for use by any minors (defined as those who are not at least 18 years of age), and you must not use this Website if you are a minor.

2. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise stated, [CLIENT] and/or its licensors own all rights to the intellectual property and material contained on this Website, and all such rights are reserved. This includes, but is not limited to, the design, text, graphics, and other content created by or for [CLIENT].

However, certain content on this Website, such as the cybersecurity map and logos of news sites where [CLIENT] has been featured, are the intellectual property of third parties. Specifically:

Logos of news sites featured on this Website are the property of their respective owners. You are granted a limited license subject to the restrictions provided in these Terms, for purposes of viewing the material contained on this Website. This license does not grant you any rights to use third-party content, including trademarks and logos.

3. RESTRICTIONS

You are expressly and emphatically restricted from all of the following:

- Publishing any Website material in any media;
- Selling, sublicensing, and/or otherwise commercializing any Website material;
- Publicly performing and/or showing any Website material;
- Using this Website in any way that is, or may be, damaging to this Website;
- Using this Website in any way that impacts user access to this Website;
- Using this Website contrary to applicable laws and regulations, or in a way that causes, or may cause, harm to the Website, or to any person or business entity;
- Engaging in any data mining, data harvesting, data extracting, or any other similar activity in relation to this Website, or while using this Website;
- Using this Website to engage in any advertising or marketing;

Certain areas of this Website are restricted from access by you, and [CLIENT] may further restrict access by you to any areas of this Website at any time, in its sole and absolute discretion. Any user ID and password you may have for this Website are confidential, and you must maintain the confidentiality of such information.

4. YOUR CONTENT

In these Website Standard Terms and Conditions, "Your Content" shall mean any audio, video, text, images, or other material you choose to display on this Website. With respect to Your Content, by displaying it, you grant [CLIENT] a non-exclusive, worldwide, irrevocable, royalty-free, sublicensable license to use, reproduce, adapt, publish, translate, and distribute it in any and all media.

Your Content must be your own and must not infringe on any third party's rights. [CLIENT] reserves the right to remove any of Your Content from this Website at any time, and for any reason, without notice.

You are prohibited from posting or submitting content that contains hate speech, copyrighted materials, trademark infringements, viruses, or anything that can cause damage of any kind. Users who violate these content guidelines may be banned, reported to law enforcement, and may have legal action brought against them.

All content submitted or provided to [CLIENT] may be used for marketing and other business-related purposes. By submitting content, users grant [CLIENT] the right to use, reproduce, adapt, and distribute such content.

5. NO WARRANTIES

This Website is provided "as is," with all faults, and [CLIENT] makes no express or implied representations or warranties, of any kind related to this Website or the materials contained on this Website. Additionally, nothing contained on this Website shall be construed as providing consult or advice to you.

6. LIMITATION OF LIABILITY

In no event shall [CLIENT], nor any of its officers, directors, and employees, be liable to you for anything arising out of or in any way connected with your use of this Website, whether such liability is under contract, tort, or otherwise, and [CLIENT], including its officers, directors, and employees, shall not be liable for any indirect, consequential, or special liability arising out of or in any way related to your use of this Website.

7. INDEMNIFICATION

You hereby indemnify to the fullest extent [CLIENT] from and against any and all liabilities, costs, demands, causes of action, damages, and expenses (including reasonable attorney's fees) arising out of or in any way related to your breach of any of the provisions of these Terms.

8. FORCE MAJEURE

[CLIENT] shall not be held liable for any failure or delay in performance of its obligations under these Terms if such failure or delay is due to events beyond its reasonable control, including but not limited to natural disasters, wars, acts of terrorism, cyberattacks, government actions, or any other event that could not have been foreseen or prevented by reasonable measures. This includes incidents such as downtime of the Website or other services due to such uncontrollable events.

9. TERMINATION

[CLIENT] reserves the right to terminate your access to the Website, systems it manages, or any services it provides, at its sole discretion and without notice. Reasons for termination may include, but are not limited to, violations of these Terms, security concerns, illegal activities, or any actions deemed necessary to safeguard the integrity of [CLIENT]'s systems, vendor systems, or business as a whole.

Consequences for violating these Terms can depend on the severity of the incident(s) and may include warnings, immediate termination of access, reporting to law enforcement, and in some cases, civil legal action, all subject to the discretion of [CLIENT].

10. GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by and construed in accordance with the laws of the State of Illinois, and any disputes arising out of or relating to these Terms shall be resolved through arbitration chosen by [CLIENT]. The arbitration shall be conducted in accordance with the rules of arbitration applicable in Illinois.

11. MODIFICATION OF TERMS

[CLIENT] reserves the right to modify these Terms at any time. Users should regularly check the "last updated" date located at the top or bottom of the Terms page, as no notice will be provided for changes.

12. THIRD-PARTY LINKS AND CONTENT

This Website may include links to third-party websites. Any information and links not under the domain "[CLIENT].com" are considered third-party. [CLIENT] is not responsible for the content or services provided by these third parties. By navigating away from [CLIENT].com, you agree that [CLIENT] is not liable for the third party's handling of information, data, or any possible damages.

13. PROHIBITED ACTIVITIES

You are prohibited from engaging in the following activities on the Website or systems managed or owned by [CLIENT]:

- Hacking and unauthorized access to any part of the Website or systems.
- Phishing, identity theft, or fraudulent activity aimed at obtaining sensitive information.
- Sending unsolicited emails, messages, or other forms of spam.
- Uploading or distributing viruses, trojans, worms, or any other malicious software.
- Impersonating another person or entity.
- Harassment, abusive behavior, or hate speech.
- Engaging in illegal activities, including but not limited to drugs, weapons, or human trafficking.
- Unauthorized data harvesting, scraping, or mining.
- Disrupting the operation of the Website or services, including denial of service attacks.

Any usage of our website, systems we manage, or systems we own for malicious purposes is strictly prohibited. Malicious use or prohibited activities will result in possible termination of account(s), legal action, and reporting to law enforcement.

14. DATA DISCLOSURE

While [CLIENT] will do everything in its power to protect customer data and use your data responsibly, we reserve the right to provide data to law enforcement when legally required by a court of law or when necessary to prevent physical or digital damages to a person or entity.