



## **TERMS OF USE**

**Last Updated: August, 2020**

### **1. USER'S ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS**

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You acknowledge and agree that it is your responsibility to review this site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this site after such modifications will constitute your acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents and products.

### **2. 21 YEARS OF AGE OR OLDER**

By using this site, you certify that you are 21 years of age or older, the legal drinking age in the United States, or are of legal drinking age in the country from which you are accessing the site. If you are not 21 years of age or older, or of legal drinking age in the country from which you are accessing the site, please exit this site immediately.

### **3. DESCRIPTION OF SERVICES**

We may make various services available on this site including, but not limited to, information about our products and e-commerce for purchase of our products. You are solely responsible for providing, at your own expense, all equipment necessary to use the services, including a computer and modem; and your own



Internet access (including payment of telephone service fees associated with such access).

We reserve the sole right to either modify or discontinue the Site, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms of Use.

You understand and agree that temporary interruptions of the services available through this site may occur as normal events. You further understand and agree that we have no control over third party networks you may access in the course of the use of this site, and therefore, delays and disruption of other network transmissions are completely beyond our control.

You understand and agree that the services available on this site are provided "AS IS" and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

#### **4. CONDUCT ON SITE**

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In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the site may be available to you or other authorized users of the site. You shall not interfere with anyone else's use and enjoyment of the site or other similar services. Users who violate systems or network security may incur criminal or civil liability.

You acknowledge that we will cooperate fully with investigations of violations of systems or network security



at other sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

## **5. THIRD PARTY SITES AND INFORMATION**

This site may link you to other sites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other parties. These other sites and parties are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the site or party by us, or any warranty of any kind, either express or implied.

## **6. INTELLECTUAL PROPERTY INFORMATION**

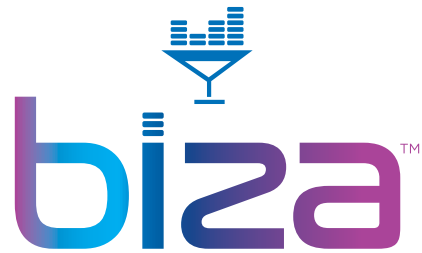
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We respect the intellectual property of others, and we ask you to do the same. If you or any user of this site believes its copyright, trademark or other property rights have been infringed by a posting on this site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed;
3. Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
4. Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;
5. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C.A. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

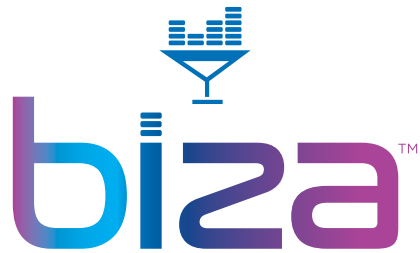
Kris Deodato - President Biza Cocktails

P.O. Box 213

Franklin Lakes, NJ., 07417

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kris@bizacocktails.com



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## **8. SOCIAL MEDIA CONDUCT**

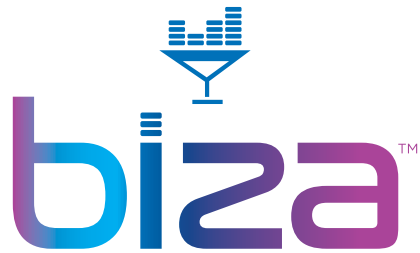
We love engaging with our customers via our Facebook, Instagram, and other Biza social media sites (collectively, the “Social Media Sites”), however, when you post on our Social Media Sites you MUST adhere to the following rules:

1. You MUST be 21 years of age or older, regardless of where you access the Social Media Site.
2. Content regarding or incorporating our product(s) must NOT encourage or depict excessive consumption of alcohol, underage drinking, or misuse of alcohol products.
3. Do NOT post any content that expressly or by implication suggests a relationship between the consumption of alcohol and health benefits or effects.
4. Do NOT post any content that is derogatory, disparaging, deceptive or misleading, promotes bigotry, is abusive or threatening, vulgar or obscene.
5. Do NOT post any content that contains nudity and/or includes sexually explicit content.
6. Do NOT post content (including but not limited to photos, images, logos, songs, or text) that you do not own or have the rights to use.
7. Do NOT post or solicit anyone’s name, phone number, address, email address or other personal information.

We reserve the right (but not the obligation) to remove any posts or content for any reason, including those that violate the above rules or that we deem offensive, inappropriate or unacceptable in our sole discretion, but we do not regularly review posted content. We take no responsibility for any content posted by you or any third party.

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## **11. INDEMNIFICATION**

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## **13. INTERNATIONAL USE**

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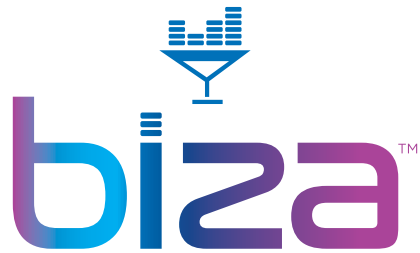
## **14. EXPORT**

The United States export control laws regulate the export and reexport of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. User agrees to abide by these laws and their regulations, including but not limited to the Export Administration Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any Content derived from bizacocktails.com to either a foreign national or a foreign destination in violation of such laws.

## **15. TERMINATION OF USE**

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this site immediately ceases, and you acknowledge and agree that we may immediately deactivate or



delete your account and all related information and files in your account and/or bar any further access to such files or this site. We shall not be liable to you or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

## **16. GOVERNING LAW AND DISPUTE RESOLUTION/ARBITRATION**

### **Governing Law**

To the fullest extent permitted by law, any claim, controversy or dispute arising out of or relating to the Site or any other Service, these terms or any other policies or other terms incorporated herein (including the breach, termination, enforcement, interpretation, enforceability, validity, or rights under any of any of the foregoing) (each, a "Dispute") will be governed by and construed in accordance with the laws of the State of New Jersey, USA, without regard to its choice of law principles.

### **Binding Arbitration**

To the fullest extent permitted by law, you and Biza each agree to submit exclusively to confidential, binding arbitration in the event of a Dispute. The arbitration will be held in New York, New York on an individual basis and not as a class action. In the event that arbitration is not permitted by applicable law: (i) the parties expressly agree that any Dispute will be brought and heard solely and exclusively in the federal or state courts of competent jurisdiction located in New York County, New York and (ii) the parties waive any plea or defense that such courts of are not the appropriate venue or that they are not subject to personal jurisdiction of such courts.

To the fullest extent permitted by law and subject to the terms of the paragraph above regarding New York jurisdiction and venue: (i) you expressly waive any right you may have to arbitrate a dispute as a class action; and (ii) you also expressly waive your right to a jury trial. The arbitration will be administered by JAMS. You may obtain a copy of the rules of JAMS by contacting the organization. Each of us shall agree on one arbitrator to conduct the arbitration. In the event the parties cannot agree on an arbitrator, the arbitrator will be selected in accordance with the JAMS rules. Each party shall be responsible for its own attorney, expert and other fees, unless such fees are awarded by the arbitrator to the prevailing party.

Notwithstanding anything to the contrary in this Section, to the extent either party in any manner has violated or threatened to violate the other party's intellectual property rights, the non-breaching party may seek injunctive or other appropriate relief in any state or provincial or federal court of competent jurisdiction.

### **Arbitration Final**

The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state or provincial law concerning arbitration, governs all arbitration under this clause. Any court having jurisdiction may enter judgment on the arbitrator's award. If any part of this clause, other than waivers of class action





rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. Notwithstanding anything to the contrary contained herein, if the waiver of class action rights contained herein is not enforceable as to any person or persons, such non-enforceability shall apply to such person or persons only, and all other persons shall continue to be governed by the Arbitration Clause.

### **Giving Up Right of Class Action**

As stated above, to the fullest extent permitted by law, these terms provide that all Disputes will be resolved by binding arbitration and not in court or by jury trial. IF A DISPUTE IS ARBITRATED, YOU GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST THE BIZA PARTIES INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS. WITHOUT LIMITATION, THIS INCLUDES GIVING UP YOUR RIGHTS TO BRING OR PARTICIPATE IN A CLASS ACTION AS SET FORTH IN ANY STATE OR PROVINCIAL STATUTE.

### **Additional Limit on Claims**

Except as otherwise prohibited by law, any Dispute must be brought within one (1) year from the date the cause of action arises.

To the extent that any portions of this Section are prohibited by law (including, without limitation, as may be prohibited by the laws of the Provinces of Quebec and Ontario, Canada). Please refer to your local laws for any such prohibitions, then such portions shall be modified to the extent possible and necessary to preserve the original intentions of this Section, and the validity or enforceability of the remaining portions of this Section shall not in any way be affected or impaired thereby.

## **17. NOTICES**

All notices to a party shall be in writing and shall be made either via e-mail or conventional mail. Legal Notices to us must be sent to the attention of Legal at [customerservice@bizacocktails.com](mailto:customerservice@bizacocktails.com), if by e-mail, or at Biza Cocktails, P.O. Box 213, Franklin Lakes, NJ 07417, if by conventional mail. Data Privacy notices must be sent to [dataprivacy@bizacocktails.com](mailto:dataprivacy@bizacocktails.com), if by email, or at Biza Cocktails, P.O. Box 213, Franklin Lakes, NJ 07417. Notices to you may be sent either to an e-mail address or address supplied by you for your account or registration. In addition, we may broadcast notices or messages through the site to inform you of changes to the site or other matters of importance, and such broadcasts shall constitute notice to you.

## **18. MISCELLANEOUS**

In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted with one year after the cause of action arises or be deemed forever waived and barred.



Products offered for sale and services available on the Site are for personal use only, not for re-sale. We reserve the right to limit the quantity of products purchased, and to refuse or cancel any order that we believe, in our sole discretion, would violate any of our business practices, applicable laws or policies.

Biza directs its users to independent, third-party payment processors (each a "Payment Processor"), for any transactions related to alcohol beverage products. When you visit the online store portion of our Site, you will be redirected to a subdomain operated, controlled, and managed by the Payment Processor, and subject to such Payment Processor's terms of use, privacy policy, ecommerce and payment terms, and any other terms and conditions set forth by the Payment Processor.

These Terms of Use and any other policies, including our Privacy Policy or other terms incorporated herein, constitute the entire agreement between you and Biza relating to your use of the Site or any other service and the use, handling, and rights to User Information or personal information submitted or provided by you, superseding any other agreement between you and Biza with respect to the subject matter hereof. Section headings in these terms are for convenience only and have no legal or contractual effect. If any provision of these terms or any other policies or other terms incorporated herein shall be found to be unenforceable, the other provisions shall still remain in full force and effect.

You may not assign your rights and obligations under these Terms of Use to any party, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use.

You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes, any portion of this Site.

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not



constitute a waiver of that right or provision.

## **19. ACCESSIBILITY**

Biza Cocktails is committed to providing website accessibility to all bizacocktails.com users in accordance with the Web Content Accessibility Guidelines (WCAG) 2.0. In our efforts to achieve this goal, Biza has, where applicable, used black copy against a white background for easier viewing. In addition, we have made our text 12 pixel Gill Sans font, which is easier to read (especially compared to Times Roman). We have also coded our images to include text using HTML ALT tags. This gives users the option to have descriptive text associated with an image. We continue to strive to make our website more accessible and with future upgrades we will continue to make enhancements. For any questions or concerns regarding bizacocktails.com's accessibility, please email [customerservice@bizacocktails.com](mailto:customerservice@bizacocktails.com) or call 1-800-978-1853 ext. 1.

## **20. CONTACT INFORMATION**

For questions or concerns related to this Site or these Terms of Use please contact Customer Service at [customerservice@bizacocktails.com](mailto:customerservice@bizacocktails.com), if by email, or call 1-800-978-1853 ext. 1.