

## **Terms and Conditions**

### **Agreement between User and [www.rubbersoulbrewing.com](http://www.rubbersoulbrewing.com)**

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[www.rubbersoulbrewing.com](http://www.rubbersoulbrewing.com) is an E-Commerce Site.

Brewery and Merchandise

### **Privacy**

Your use of [www.rubbersoulbrewing.com](http://www.rubbersoulbrewing.com) is subject to Rubber Soul Brewing's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

### **Electronic Communications**

Visiting [www.rubbersoulbrewing.com](http://www.rubbersoulbrewing.com) or sending emails to Rubber Soul Brewing constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

### **Children Under Thirteen**

Rubber Soul Brewing does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use [www.rubbersoulbrewing.com](http://www.rubbersoulbrewing.com) only with permission of a parent or guardian.

### **Cancellation/Refund Policy**

All sales are final. Please contact us at [drinkingsbuds@company.com](mailto:drinkingsbuds@company.com) with any questions.

### **Links to Third Party Sites/Third Party Services**

[www.rubbersoulbrewing.com](http://www.rubbersoulbrewing.com) may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Rubber Soul Brewing and Rubber Soul Brewing is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Rubber Soul Brewing is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Rubber Soul Brewing of the site or any association with its operators.

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### **No Unlawful or Prohibited Use/Intellectual Property**

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### **Indemnification**

You agree to indemnify, defend and hold harmless Rubber Soul Brewing, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Rubber Soul Brewing reserves the right, at its own cost, to assume the exclusive defense and

control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Rubber Soul Brewing in asserting any available defenses.

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### **Termination/Access Restriction**

Rubber Soul Brewing reserves the right, in its sole discretion, to terminate your access to the Site

and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Pennsylvania and you hereby consent to the exclusive jurisdiction and venue of courts in Pennsylvania in all disputes arising out of or relating to the use of the Site. Use of the Site is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Rubber Soul Brewing as a result of this agreement or use of the Site. Rubber Soul Brewing's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Rubber Soul Brewing's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Rubber Soul Brewing with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Rubber Soul Brewing with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Rubber Soul Brewing with respect to the Site. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

### **Changes to Terms**

Rubber Soul Brewing reserves the right, in its sole discretion, to change the Terms under which [www.rubbersoulbrewing.com](http://www.rubbersoulbrewing.com) is offered. The most current version of the Terms will supersede all previous versions. Rubber Soul Brewing encourages you to periodically review the Terms to stay informed of our updates.

### **Contact Us**

Rubber Soul Brewing welcomes your questions or comments regarding the Terms:

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Effective as of September 28, 2020