

TERMS OF SERVICE

Last Modified: May 1st 2024

These Terms of Service (these “**Terms**”) of Davide Campari-Milano N.V. and its affiliates and subsidiaries (“**we**”, “**our**”, “**us**”, or “**Campari**”) are an agreement that describes your rights and responsibilities as a Campari user. This page explains the terms by which you may access and use <https://www.courvoisier.com>, its subdomains, and any of our websites where these Terms are posted (collectively, our “**Service**”). By accessing or using our Service, or by clicking a button or checking a box marked “I Agree” (or something similar), you signify that you have read, understood, and agree to be bound by these Terms. You also acknowledge that you have read and understood how your personal information will be collected, used, and shared, as set forth in our Privacy Notice available at (our “[Privacy Notice](#)”), whether or not you are a registered user of our Service. Campari reserves the right to modify these Terms and will provide notice of these changes as described below. These Terms apply to all visitors, users, and others who access our Service (“**Users**”). Additional Terms applicable to Users resident in France and Italy are set out below.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION PROVISION IN SECTION 13.2 (THE “**ARBITRATION AGREEMENT**”) AND CLASS ACTION/JURY TRIAL WAIVER PROVISION IN SECTION 13.3 (THE “**CLASS ACTION/JURY TRIAL WAIVER**”), WHICH REQUIRE, UNLESS YOU OPT OUT PURSUANT TO THE INSTRUCTIONS IN SECTION 13.2, THE EXCLUSIVE USE OF FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES BETWEEN YOU AND US, INCLUDING ANY CLAIMS THAT AROSE OR WERE ASSERTED BEFORE YOU AGREED TO THESE TERMS. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU EXPRESSLY WAIVE YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS, AS WELL AS YOUR RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTION OR PROCEEDING.

1. **Our Service**

1.1 **Eligibility**

This is a contract between you and Campari. You must read and agree to these Terms before using our Service. If you do not agree, you may not use our Service. You may use our Service only (i) if you can form a binding contract with Campari, (ii) in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations, and (iii) if you are of legal age to purchase alcohol in your country of residence and in the country from which you are accessing the Service. If you do not satisfy the requirements of the preceding sentence, you should leave the Service immediately. Our Service is not available to any Users we previously removed from our Service. Our Service is not available to any Users previously removed from our Service by Campari.

1.2 **Limited License**

Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use our Service as permitted by the features of our Service. Campari reserves all rights not expressly granted herein in our Service and the Campari Content (as defined below). Campari may terminate this license at any time for any reason or no reason.

1.3 **User Accounts**

You may establish an account on our Service (your “**User Account**”), which gives you access to certain services and functionality that we may establish and maintain from time to time and in our sole discretion.

We may maintain different types of User Accounts for different types of Users. By connecting to Campari with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

You may never use another User's User Account without permission. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your User Account, and you must keep your User Account password secure. You must notify Campari immediately of any breach of security or unauthorized use of your User Account. Campari will not be liable for any losses caused by any unauthorized use of your User Account. By providing Campari your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your account settings. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

1.4 Service Rules

You agree not to engage in any of the following prohibited activities:

- identifying or referring to Campari or the Service in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between you or a third party and Campari, other than your permitted use of the Service under these Terms;
- copying, distributing, selling, transferring, sublicensing, disassembling, reverse engineering, or disclosing any part of our Service in any medium, including without limitation by any automated or non-automated "scraping";
- using any automated system, including without limitation "robots," "spiders," "offline readers," etc., to access our Service in a manner that sends more request messages to the Campari servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Campari grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from our Service for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials);
- identifying Campari or displaying any portion of the Service on any site or service that disparages Campari or its products or service, or infringes any Campari intellectual property or other rights;
- attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running our Service;
- taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- uploading or transmitting invalid data, viruses, worms, or other software agents through our Service;
- collecting or harvesting any personally identifiable information, including account names, from our Service;
- using our Service for any commercial solicitation purposes;
- using the Service in any manner or for any purpose that violates any applicable law, regulation, legal requirement or obligation, contractual obligation, or any right of any person;

- using the Service in a manner that could reasonably be interpreted to suggest that the use represents the views of Campari;
- using the Service in competition with Campari or for competitive analysis, to develop competing products or services, or otherwise to Campari’s detriment or commercial disadvantage;
- using the Service in connection with or to promote any products, services, or materials that constitute, promote or are used primarily for the purpose of dealing in: spyware, adware, other malicious programs or code; counterfeit goods; items subject to US embargo; unsolicited mass distribution of email; multi-level marketing proposals; hate materials; hacking/surveillance/interception/descrambling equipment; libelous, defamatory, obscene, abusive or otherwise offensive content; prostitution; stolen products and items used for theft; illegal activities or conduct; or any other subject matter prohibited by these Terms;
- impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation;
- engaging in any conversation or otherwise uploading any content that is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically, or otherwise objectionable; or
- bypassing the measures we may use to prevent or restrict access to our Service, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of our Service or the content therein.

1.5 **Changes to Our Service**

The Service is subject to change from time to time, in Campari’s sole discretion, without prior notice to you. Campari has no obligation to update, correct, maintain, or continue to provide any aspect of the Service. We may require action on your part before you may use any updated or modified Service, including activation through your Campari account or acceptance of new or additional terms.

2. **User Content**

Some areas of our Service allow Users to submit, post, display, provide, or otherwise make available content such as profile information, videos, images, music, comments, questions, and other content or information (any such materials a User submits, posts, displays, provides, or otherwise makes available on our Service is referred to as “**User Content**”).

We claim no ownership rights over User Content created by you. The User Content you create remains yours. However, you understand that certain portions of our Service may allow other Users to view, edit, share, and/or otherwise interact with your User Content. By providing or sharing User Content through our Service, you agree to allow others to view, edit, share, and/or interact with your User Content in accordance with your settings and these Terms. Campari has the right (but not the obligation) in its sole discretion to remove any User Content that is shared via our Service.

By making available any User Content on or through our Service, you expressly grant, and you represent and warrant that you have all rights necessary to grant, to Campari a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to copy, store, reproduce,

distribute, publicly display, modify, use, and create derivative works of the User Content to: (i) provide the Service to you; (ii) improve the Service, (iii) provide your User Content to, or permit access thereto for, your third-party service providers or other users upon your request (and you hereby grant such right to such third-party service providers or other users); and (iv) perform such other actions as authorized or instructed by you in connection with your use of the Service.

You agree not to post, upload, transmit or provide any User Content that: (i) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to you or any other person; (ii) may create a risk of any other loss or damage to any person or property; (iii) may constitute or contribute to a crime or tort; (iv) contains any information or content that we deem to be unlawful, harmful, abusive, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, profane, obscene, or otherwise objectionable; (v) contains any information or content that is illegal or that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (vi) contains any information or content that you know is not correct and current. You agree that any User Content that you post does not and will not infringe or violate third-party rights of any kind, including without limitation any privacy, patent, copyright, trademark, trade secret, or other third party or intellectual property rights.

You represent and warrant that:

- your User Content and use of the Service will comply with all applicable laws and regulations, including without limitation privacy and data protection laws;
- you have all necessary rights, licenses and consents to provide, receive, access and/or use the User Content and any other content you provide, receive, access and/or use through or in connection with the Service;
- you have the written consent of each and every identifiable natural person in the User Content, if any, to use such person's name or likeness in the manner contemplated by the Service and these Terms, and each such person has released you from any liability that may arise in relation to such use;
- you have obtained and are solely responsible for obtaining all consents as may be required by law to post any User Content relating to third parties, and you are responsible for clearing all rights and paying all licensing fees and other costs and expenses arising in connection with your User Content;
- your User Content and Campari's use or distribution thereof as contemplated by these Terms and the Service will not violate any law or infringe or misappropriate any rights of any third party, including but not limited to any intellectual property rights and privacy rights;
- Campari may exercise the rights to your User Content granted under these Terms without liability for payment of any third party fees, residuals, payments, or royalties; and
- to the best of your knowledge, your User Content and other information that you provide to us is truthful and accurate.

Campari takes no responsibility and assumes no liability for any User Content that you or any other User or third party posts, sends, or otherwise makes available over our Service. You shall be solely responsible for your User Content and the consequences of posting, publishing, sharing, or otherwise making it available on our Service, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that you may be exposed to

User Content that is inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose, and you agree that Campari shall not be liable for any damages you allege to incur as a result of or relating to any User Content.

3. **Our Proprietary Rights**

For purposes of these Terms, “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

Except for your User Content, our Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and User Content belonging to other Users (the “**Campari Content**”), and all Intellectual Property Rights related thereto, are the exclusive property of Campari and its licensors (including other Users who post User Content to our Service). Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Campari Content. Use of the Campari Content for any purpose not expressly permitted by these Terms is strictly prohibited.

You may choose, or we may invite you, to submit comments or ideas about our Service, including without limitation about how to improve our Service or our products (“**Ideas**”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Campari under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Campari does not waive any rights to use similar or related ideas previously known to Campari, or developed by its employees, or obtained from sources other than you.

4. **Paid Services**

Certain aspects of our Service may be provided for free, while certain other aspects of our Service or products available on our website may be provided for a fee or other charge. If you elect to use paid aspects of our Service or make a purchase on our website, you agree to the applicable pricing and payment terms set forth in conjunction with the paid Service or purchase. We may add new services for additional fees and charges, add or amend fees and charges for existing services, at any time in our sole discretion.

5. **SMS/Text Messaging**

By consenting to Campari’s SMS/text messaging service, you agree to receive recurring SMS/text messages with service-related and promotional messages, including updates, alerts, and information (e.g., order updates, account alerts, etc.) and promotions, specials, and other marketing offers from and on behalf of Campari via text messages through your wireless provider to the mobile number you provided, even if your mobile number is registered on any state or federal Do Not Call list. Text messages may be sent using an automatic telephone dialing system or other technology.

You understand that you do not have to sign up for this program in order to make any purchases, and your consent is not a condition of any purchase with Campari. Your participation in this program is completely voluntary.

We do not charge for the Service, but you are responsible for all charges and fees associated with text messaging imposed by your wireless provider. Message frequency varies. Standard message and data rates may apply from your wireless provider. Check your mobile plan and contact your wireless provider for details. You are solely responsible for all charges related to SMS/text messages, including charges from your wireless provider.

You may opt-out of the Service at any time. Text the single keyword command STOP to the sending number that will be sending you the messages from time to time. You'll receive a one-time opt-out confirmation text message. No further messages will be sent to your mobile device, unless initiated by you.

The wireless carriers supported by the Service are not liable for delayed or undelivered messages. You agree to provide us with a valid mobile number. If you get a new mobile number, you will need to sign up for the program with your new number.

To the extent permitted by applicable law, you agree that we will not be liable for failed, delayed, or misdirected delivery of any information sent through the Service, any errors in such information, and/or any action you may or may not take in reliance on the information or Service.

6. **Privacy**

We care about the privacy of our Users. You understand that by using the Service you acknowledge that you have read and understood our **Privacy Notice**, which explains how your personal information is collected, used, and disclosed by Campari. You also understand and acknowledge that your personal information is collected, used, transferred to and processed in the United States.

7. **Security**

Campari uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information and implement your privacy settings. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

8. **DMCA Notice**

Since we respect artist and content owner rights, it is Campari's policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 ("**DMCA**").

If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via our Service, please notify Campari's copyright agent as set forth in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on our Service;
4. Information reasonably sufficient to permit Campari to contact you, such as your address, telephone number, and e-mail address;

5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
6. A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Address: Davide Campari Milano N.V., 20099 Via F. Sacchetti, 20 Sesto San Giovanni (Milano), Italy

Tel.: +39 0262251

Email: legalsupport@campari.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Campari and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Campari's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Campari has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Campari may also at its sole discretion limit access to our Service and/or terminate the User Accounts of any Users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

9. **Third-Party Links and Information**

Our Service may contain links to third-party websites, advertisers, services, special offers, materials, or other events or activities that are not owned or controlled by Campari. Campari does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from our Service, you do so at your own risk, and you understand that these Terms and Campari's Privacy Notice do not apply to your use of such sites. You expressly relieve Campari from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on our Service, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Campari shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

10. **Indemnity**

You agree to defend, indemnify and hold harmless Campari and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to our Service, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content or any content that is submitted via your User Account including without limitation misleading, false, or

inaccurate information; (vi) your willful misconduct or gross negligence; or (vii) any other party's access and use of our Service with your unique username, password or other appropriate security code.

11. **No Warranty**

OUR SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF OUR SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CAMPARI OR THROUGH OUR SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, CAMPARI, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT OUR SERVICE WILL MEET YOUR REQUIREMENTS; THAT OUR SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT OUR SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF OUR SERVICE.

FURTHER, CAMPARI DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH OUR SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND CAMPARI WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CAMPARI, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, OUR SERVICE. UNDER NO CIRCUMSTANCES WILL CAMPARI BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF OUR SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAMPARI ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH OUR SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD

PARTY. IN NO EVENT SHALL THE CUMULATIVE AND AGGREGATE LIABILITY OF CAMPARI, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS EXCEED FIFTY U.S. DOLLARS (US \$50.00).

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CAMPARI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THESE TERMS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13. **Governing Law, Arbitration, and Class Action/Jury Trial Waiver**

13.1 **Governing Law.** These Terms shall be governed by the internal substantive laws of the State of New York, without respect to its conflict of laws principles. Notwithstanding the foregoing, the Federal Arbitration Act (9 U.S.C. §§ 1-16) (“**FAA**”) governs the interpretation and enforcement of the Arbitration Agreement in Section 13.2 and preempts all state laws to the fullest extent permitted by law. If the FAA is found to not apply to any issue that arises from or relates to the Arbitration Agreement, then that issue shall be resolved under and governed by the law of your state of residence. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the exclusive personal jurisdiction of the federal and state courts located in New York, New York for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that New York, New York is the proper and exclusive forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

13.2 **Arbitration.**

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. This Section 13.2 (the “**Arbitration Agreement**”) applies to and governs any dispute, controversy, or claim between you and us that arises out of or relates to, directly or indirectly: (a) these Terms, including the formation, existence, breach, termination, enforcement, interpretation, validity, or enforceability thereof; (b) access to or use of our Service, including receipt of any advertising, marketing, or other communications from us; (c) any transactions through, by, or using our Service; or (d) any other aspect of your relationship or transactions with us, directly or indirectly, as a user or consumer (“**Claim**” or collectively, “**Claims**”). The Arbitration Agreement shall apply, without limitation, to all Claims that arose or were asserted before or after your consent to these Terms.

If you are a new User, you can reject and opt-out of this Arbitration Agreement within thirty (30) days of accepting these Terms by emailing us at legalsupport@campari.com with your first and last name and stating your intent to opt-out of the Arbitration Agreement. Opting out of this Arbitration Agreement does not affect the binding nature of any other part of these Terms, including the provisions regarding controlling law or in which courts any disputes must be brought.

For any Claim, you agree to first contact us at legalsupport@campari.com and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve a Claim after sixty (60) days, we each agree to resolve any Claim through binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS (the “Rules”), except as provided herein. JAMS may be contacted at www.jamsadr.com, where the Rules are available. In the event of any conflict between the Rules and this Arbitration Agreement, the Arbitration Agreement shall control. The arbitration will be conducted in New York, New York, unless you and we agree otherwise. If you are using our Service for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator will include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. If you are an individual using our Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney’s fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. You and we agree that the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Agreement, including any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether these Terms, or any provision of these Terms, is unconscionable or illusory or any defense to arbitration, including waiver, delay, laches, unconscionability, or estoppel.

NOTHING IN THIS SECTION WILL BE DEEMED AS: PREVENTING US FROM SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF FROM THE COURTS AS NECESSARY TO PREVENT THE ACTUAL OR THREATENED INFRINGEMENT, MISAPPROPRIATION, OR VIOLATION OF OUR DATA SECURITY, INTELLECTUAL PROPERTY RIGHTS OR OTHER PROPRIETARY RIGHTS; OR PREVENTING YOU FROM ASSERTING CLAIMS IN SMALL CLAIMS COURT, IF YOUR CLAIMS QUALIFY AND SO LONG AS THE MATTER REMAINS IN SUCH COURT AND ADVANCES ON ONLY AN INDIVIDUAL (NON-CLASS, NON-COLLECTIVE, AND NON-REPRESENTATIVE) BASIS.

If this Arbitration Agreement is found to be void, unenforceable, or unlawful, in whole or in part, the void, unenforceable, or unlawful provision, in whole or in part, shall be severed. Severance of the void, unenforceable, or unlawful provision, in whole or in part, shall have no impact on the remaining provisions of the Arbitration Agreement, which shall remain in force, or the parties’ ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement. Notwithstanding the foregoing, if the Class Action/Jury Trial Waiver is found to be void, unenforceable, or unlawful, in whole or in part, because it would prevent you from seeking public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in a civil court of competent jurisdiction. All other claims for relief subject to arbitration under this Arbitration Agreement shall be arbitrated under its terms, and the parties agree that litigation of any dispute regarding the entitlement to public injunctive relief shall be stayed pending the outcome of any individual claims in arbitration.

13.3 **Class Action/Jury Trial Waiver.**

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED OUR SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE

PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AND WE AGREE THAT THE ARBITRATOR MAY AWARD RELIEF ONLY TO AN INDIVIDUAL CLAIMANT AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF ON INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED MAY NOT AFFECT OTHER USERS. YOU AND WE AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

14. **Additional Terms for Mobile Applications**

14.1 **Mobile Applications.** We may make available software to access our Service via a mobile device ("**Mobile Applications**"). To use any Mobile Applications you must have a mobile device that is compatible with the Mobile Applications. Campari does not warrant that the Mobile Applications will be compatible with your mobile device. You may use mobile data in connection with the Mobile Applications and may incur additional charges from your wireless provider for these services. You agree that you are solely responsible for any such charges. Campari hereby grants you a non-exclusive, non-transferable, revocable license to use a compiled code copy of the Mobile Applications solely in order to use the Service as provided herein. You may not: (i) modify, disassemble, decompile or reverse engineer the Mobile Applications, except to the extent that such restriction is expressly prohibited by law; (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Mobile Applications to any third party or use the Mobile Applications to provide time sharing or similar services for any third party; (iii) make any copies of the Mobile Applications; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Mobile Applications, features that prevent or restrict use or copying of any content accessible through the Mobile Applications, or features that enforce limitations on use of the Mobile Applications; or (v) delete the copyright and other proprietary rights notices on the Mobile Applications. You acknowledge that Campari may from time to time issue upgraded versions of the Mobile Applications, and may automatically electronically upgrade the version of the Mobile Applications that you are using on your mobile device. You consent to such automatic upgrading on your mobile device, and agree that the terms and conditions of these Terms will apply to all such upgrades. Any third-party code that may be incorporated in the Mobile Applications is covered by the applicable open source or third-party license EULA, if any, authorizing use of such code. The foregoing license grant is not a sale of the Mobile Applications or any copy thereof, and Campari or its third-party partners or suppliers retain all right, title, and interest in the Mobile Applications (and any copy thereof). Any attempt by you to transfer any of the rights, duties or obligations hereunder, except as expressly provided for in these Terms, is void. Campari reserves all rights not expressly granted under these Terms. If the Mobile Applications is being acquired on behalf of the United States Government, then the following provision applies. The Mobile Applications will be deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, reproduction, release, performance, display or disclosure of our Service and any accompanying documentation by the U.S. Government will be governed solely by these Terms of Service and is prohibited except to the extent expressly permitted by these Terms of Service. The Mobile Applications originates in the United States, and is subject to United States export laws and regulations. The Mobile Applications may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Mobile Applications may be subject to the import and export laws of other countries. You agree to comply with all United States and foreign laws related to use of the Mobile Applications and our Service.

14.2 **Mobile Applications from Apple App Store.** The following applies to any Mobile Applications you acquire from the Apple App Store ("**Apple-Sourced Software**"): You acknowledge and

agree that these Terms are solely between you and Campari, not Apple, Inc. (“**Apple**”) and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to Campari as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to Campari as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party’s intellectual property rights, Campari, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and Campari acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of these Terms as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

14.3 **Mobile Applications from Google Play Store.** The following applies to any Mobile Applications you acquire from the Google Play Store (“**Google-Sourced Software**”): (i) you acknowledge that these Terms are between you and Campari only, and not with Google, Inc. (“**Google**”); (ii) your use of Google-Sourced Software must comply with Google’s then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Campari, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms as it relates to Campari’s Google-Sourced Software.

15. **General**

15.1 **Assignment.** These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Campari without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

15.2 **Notification Procedures and Changes to the Terms.** Campari may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Campari in our sole discretion. Campari reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in these Terms. Campari is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Campari may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. If we change these Terms in a material manner, we will update the ‘last modified’ date

at the top of this page and, if you have provided us with contact information, will use reasonable efforts to notify you that material changes have been made to these Terms. Your continued use of our Service after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) our Service.

15.3 **Entire Agreement/Severability.** These Terms, together with any amendments and any additional agreements you may enter into with Campari in connection with our Service, shall constitute the entire agreement between you and Campari concerning our Service, and supersede any and all written or oral agreements with respect to such subject matter. Except as otherwise stated in Section 13.2, if any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

15.4 **No Waiver.** No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Campari's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

15.5 **Contact; California Residents.** If you have any questions regarding these Terms, please contact us at legalsupport@campari.com. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

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Additional Terms Applicable to Campari Users Resident in France and Italy

A. **Acceptance.** Access to the Campari Service require acceptance of these Terms. You will be asked to click a button or check a box marked "I Agree" (or something similar), thus signifying that you have read, understood, and agree to be bound by these Terms.

B. **Ideas and User Content.** Use of any Ideas (as defined by the Terms) will be subject to the same terms as those applicable to User Content.

C. **Sale of Goods and Services.** The sale of goods and services by Campari, including the applicable prices, will be subject to separate terms and conditions that you will be able to review prior to acceptance.

D. **SMS/Text Messaging.** Our use of SMS/Text Messaging as a means of communicating with you is described in our **Privacy Notice**.

E. **Privacy Notice.** The Privacy Notice is provided for your information purposes and does not form part of these Terms.

F. **Derogations.** Articles 10 (Indemnity), 12 (Limitation of Liability), 13.2 (Arbitration) and 13.3 (Class Action/Jury Trial Waiver) of the Terms shall not be applicable to Users resident in France and Italy.

G. Governing Law. Notwithstanding application of the laws of New York to the Terms, Users will benefit from the application of the mandatory provisions of the law of their country of residence.

H. Changes to Our Terms and Conditions. Changes to these Terms will be notified to you reasonably in advance and you will be required to accept such changes in order to continue to access the Campari services. If you do not accept such changes, you must stop using the Service.

I. Assignment. Assignment of the agreement between Campari and its Users shall not reduce the rights of consumers pursuant to these Terms.