



Terms of Service

Bevstack recommends adding these terms of services visible for your customer. These terms come from our retailers and carrier partners. This need to be shared exactly as they are:

THE SALE OF ALCOHOLIC BEVERAGES

All orders are fulfilled by licensed retailers which sell alcoholic beverages. Neither those licensed retailers nor Sonrisa Rum, Inc. sell alcohol to persons under the age of 21. By using this site you swear and affirm and represent to us that you are over the legal age required to buy alcoholic beverages and products and YOU ARE PURCHASING SOLELY FOR (i) SELF CONSUMPTION OR (ii) GIFTING TO A PERSON IN THE U.S. WHO IS AT LEAST 21 YEARS OLD. YOU ALSO AFFIRM THAT THE STATE IN WHICH YOU ARE ORDERING AND THE STATE TO WHICH YOU ARE ASKING US TO DELIVER PERMIT THE SALE AND DELIVERY.

YOU AGREE IF YOU ACCESS THE WEBSITE FROM A JURISDICTION WHERE IT IS NOT PERMITTED, YOU DO SO AT YOUR OWN RISK. YOU WAIVE AND HOLD HARMLESS SONRISA RUM AND ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY AUTHORITY OR PARTY AGAINST YOU IN A JURISDICTION WHERE ACCESS TO THE WEBSITE IS NOT PERMITTED.

We will rely upon the foregoing representations, and if we are held liable in the event that your representations are not true, and in such case, you hereby agree to indemnify us and/or reimburse us and the retailer(s) that sold the alcohol products and be responsible for all costs, expenses (including legal fees) and damages we and the retailer(s) suffer or incur.

All orders placed on the shop-sonrisarum.com site are subject to acceptance and shipment by a licensed liquor retail store in our network, and no order is deemed to be accepted by such licensed liquor store until the order is shipped by the retailer. Pursuant to applicable laws and regulations, the liquor store may refuse to accept or fulfill your order for any reason, including, among others, the occurrence of a technological mistake or "glitch" in the transmission of pricing to the customer over the shop-sonrisarum.com site. Therefore, no contractual or other obligation to sell and ship the bottle(s) ordered via the shop-sonrisarum.com platform attaches or is final or binding on the licensed retailer unless and until a licensed retailer accepts and ships the order to the you (or the intended recipient, even if your credit or debit card is authorized or actually charged at the time of order placement or thereafter; in the event of that situation, the customer's credit or debit card shall be credited back in full.

By using this site you are acknowledging that the person receiving a shipment of alcoholic beverages from the licensed retailer is at least 21 years old. You also agree that you are not permitted to resell alcohol purchased. If you cannot make these affirmations and representations or you do not agree with all of these conditions of use, you are not to use this site.

INTELLECTUAL PROPERTY RIGHTS

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) relating to or owned by Sonrisa Rum are owned by the Company, its licensors, or other providers of such material and are protected by United States and



international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Service permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website.

RETURNS

All sales are final and returns and exchanges are not accepted.

MISSING, INCORRECT, OR DAMAGED GOODS

If you receive your order and it has been damaged during shipment, the goods you received does not match your order, or there is anything missing from your order, email us at orders@sonrisarum.com within 3 days of receiving the shipment. You must include a description of the damages or missing items and include pictures.

FAILURE TO DELIVER

If you enter an incorrect delivery address in connection with your order, or otherwise fail to sign for your order upon deliver, email us at orders@sonrisarum.com. If your order is returned to the sender, you will be able to receive a refund for the cost of your item, minus any applicable shipping costs and a \$20 restocking fee.

REFUNDS AND EXCHANGES

We only replace or refund items if they are defective or damaged. If you need to return a defective or damaged item, send us an email at orders@sonrisarum.com. Once your return or damaged or defective goods is received and inspected, we will send you an email to notify you that we have received your returned item. We will also notify you of the approval or rejection of your refund. If your refund is approved, then it will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days. We do not accept exchanges.

INDEMNIFICATION

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless, Sonrisa Rum Company, its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your breach of these Terms of Service or your use of the Website including, but not limited to, third-party sites and content, any use of the Website's content and services other than as expressly authorized in these Terms of Service or any use of any goods, digital products and information purchased from this Website.

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