TERMS AND CONDITIONS

USER TERMS AND CONDITIONS OF USE

By browsing and using this Internet Site ("Site") you are agreeing to be bound by the User Terms and Conditions of Use set forth below (the "Terms and Conditions"). Truth Spirits LLC D/B/A Tennyson Absinthe Royale ("Tenneyson") may revise the Terms and Conditions from time to time and it is your responsibility to review the Terms and Conditions each time you access this Site.

Tenneyson and its delegated agent maintain this Site for the personal use, in countries and other territories where the consumption of alcoholic beverages is lawful, of persons who are lawfully permitted to consume alcoholic beverages (21 years of age for United States residents).

Please exit this Site immediately if you do not accept the Terms and Conditions, are not of a legal age for consuming alcoholic beverages in the country or other territory in which you are located, or are in a country or other territory where use of this Site is not permitted.

Use of Materials. You may print or have printed by a third party any downloadable material contained on this Site provided that the following five conditions are met: (i) the material is solely for non-commercial and personal use; (ii) no copyright or other proprietary notice is removed from the material; (iii) the material is not altered in any manner; (iv) you are located in a country or other territory where the consumption of alcoholic beverages is permitted; and (v) you are of a legal age to consume alcoholic beverages in the country or other territory in which you are located.

Copyrights, Trademarks and Other Proprietary Rights. The content of this Site, including but not limited to trademarks, designs, logos, text, images, audio and video materials, is the property of Tenneyson and its affiliates ("Tenneyson's Proprietary Material") unless otherwise noted. This material is protected under the laws of the State of Texas and the United States and other countries throughout the world and under international treaties. You may not remove any copyright or other proprietary notices from Tenneyson's Proprietary Material. You may not display, reproduce, distribute, modify, transmit, or otherwise use Tenneyson's Proprietary Material in any way for any public or commercial purpose, without Tenneyson's prior and express written consent.

Disclaimer of Warranties. Your use of this site is at your sole risk. This site and its content are provided "as is" and without warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, non-infringement of third party rights, and fitness for a particular purpose, and any warranties that access to this site will be uninterrupted or error-free, that this site will be secure or free of viruses or other harmful material, or that information on this site will be complete, accurate or timely. Tenneyson reserves the right to restrict or terminate your access to this site or any feature or part thereof at any time, with or without notice.

No License. Except with respect to the limited license to download and print certain material from this Site for non-commercial and personal use only, nothing contained on this Site shall grant, whether by implication, estoppels, or otherwise, any license or right to use any of Tenneyson's Proprietary Material. All rights, title and interest in and to all aspects of Tenneyson's Proprietary Material remain Tenneyson's exclusive property.

Limitation of Liability. To the fullest extent permitted under applicable law, neither Tenneyson nor its affiliates, including without limitation all officers, directors, employees, and agents, shall be liable to you for any damages, harm or injury whatsoever (including without limitation direct, indirect, incidental, special, consequential and punitive damages, lost profits, and damages resulting from lost data or business interruption) arising from or relating to the use of or inability to use this site and its content, whether based on warranty, contract, tort, or any other legal theory, regardless of whether or not Tenneyson or any of its affiliates has been negligent or has been advised of the possibility of such damages.

Jurisdiction. The Terms and Conditions shall be governed by and construed in accordance with the laws of Texas. You irrevocably consent to the jurisdiction of the courts located in Texas for any action to arising from or relating to the Terms and Conditions or your browsing or use of this Site.

Indemnification. You agree to defend, indemnify, and hold harmless Tenneyson and its affiliates from and against any claim or demand made by any third party, and all associated liabilities, damages, costs and expenses (including but not limited to reasonable attorney's fees) arising out of or relating to your browsing or use of this Site, content you transmit to this Site, your violation of any rights of another, or your breach of the Terms and Conditions.

Communications with this Site. Any communication or other content that you transmit to this Site, whether by e-mail, posting, uploading, or otherwise, will be treated as non-confidential and non-proprietary. By transmitting content to this Site, you automatically grant to Tenneyson a royalty-free, perpetual, irrevocable and non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform and display that content alone and as part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights. You agree that Tenneyson and its affiliates are free to use any ideas, concepts, know-how, or techniques contained in any content that you transmit to this Site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products, and that Tenneyson need not provide any compensation or acknowledgment to you in exchange for any such use.

Tenneyson and its affiliates do not pre-screen or monitor content transmitted to this Site by third parties and are not responsible for screening or monitoring any such content. If notified, Tenneyson and its affiliates may investigate an allegation that content transmitted to this Site is in violation of the Terms and Conditions and determine whether to have the communication removed from this Site. However, Tenneyson and its affiliates are under no obligation to remove content transmitted by third parties from this Site and assume no responsibility or liability arising from or relating to any such content, including but not limited to any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained therein. Tenneyson and its affiliates assume no responsibility or liability for any actions or content transmitted by or between you or any third party within or outside of this Site.

You agree not to transmit to this Site any unlawful, threatening, libelous, defamatory, obscene, scandalous, pornographic, or profane content, or any other content that could constitute or encourage conduct that would violate any law. Tenneyson and its affiliates will fully cooperate with any law enforcement authorities or court order requesting or directing Tenneyson and its affiliates to disclose the identity of, help identify, or locate anyone transmitting any such content.