



SINGLE ESTATE  
**TEQUILA OCHO**  
*100% Pure De Agave*

# TERMS AND CONDITIONS

01

## INTRODUCTION

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These Sites are intended only for those who are 21 years of age or older, if in the United States, or for those of legal drinking age in their country or territory of residence. By using this Site, you certify that you are of legal drinking age in your country or territory of residence. If you are not of a legal age to consume alcoholic beverages in the country or territory of your residence, **please exit this Site immediately.**

Heaven Hill Brands may update and modify these Terms of Use from time to time and such updated Terms of Use shall take effect immediately upon posting. Please be aware that we reserve the right to update these Terms without any notice to you. If you continue to use this Site after we post these updated Terms, you accept these updated Terms. You may determine when these Terms of Use were most recently modified by referring to the “LAST UPDATED” language located at the top of this page.

## 02

# INFORMATION SUBMITTED BY YOU

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Any personal information that you provide to us through these Sites shall be governed by the terms of our PRIVACY POLICY, the terms and conditions of which are incorporated herein by reference. By using this Site, you provide us with your consent to any and all actions taken by us with respect to your information in compliance with our Privacy Policy. Further, you agree that all information provided by you in connection with your use of this Site is true and accurate and you agree to update and maintain any of your information as is necessary to ensure its accuracy and truthfulness.

## 03

# INTELLECTUAL PROPERTY AND YOUR USE

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The Sites and any of the content included on the Sites, which includes, including but not limited to, all copyrights, designs, logos, marks, trademarks,



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You may not distribute, convey, transmit, sell or exploit, reverse engineer, publish, nor make the Intellectual Property available to any third party in a commercial manner without the prior, express written consent of Heaven Hill Brands. Our Intellectual Property may not be used in connection with any product or services that do not belong to Heaven Hill Brands, or in any other way that may disparage, harm, cause customer confusion, or otherwise negatively impact the public image and goodwill Heaven Hill Brands. Heaven Hill Brands reserves and retains all rights in the Intellectual Property contained within these Sites not expressly granted to you in these Terms and Conditions. Heaven Hill Brands reserves the right to, in

addition to seeking any other applicable legal remedy, revoke or terminate any license which Heaven Hill Brands may have extended to you to use our Intellectual Property for your limited, non-commercial, personal purposes in the event that you violate the terms of this Section 3.

Any other marks appearing on the Sites that are not owned by Heaven Hill Brands are the property of their respective owners, who may or may not be affiliated with Heaven Hill Brands.

You may only use the Site as permitted by law and as set forth by these Terms.

## 04

# YOUR ACCOUNT AND YOUR RESPONSIBILITIES

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You are responsible for obtaining and maintaining any and all internet, telephone, computer, hardware, software, and any other equipment or services needed for access to and use of the Sites. You are also responsible for any charges and fees to maintain such equipment and/or services. As you access, use, and navigate Heaven Hill Brands' Sites, you may be required to register an account in order to access certain features or Site functionalities. In this case, you are responsible for your account name, password, any applicable email address, or any statements, acts or omissions that may be attributable to your account name. Heaven Hill Brands reserves the right to deny you access to any username that we deem, in our sole discretion, violates the intellectual or other property rights of a third party, is offensive, or is invalid for any other reason. You are entirely responsible for all

transactions, transmitted information, or any other interaction between the Sites and your username or account information. You agree that you are responsible for maintaining the security and confidentiality of any account information or password that you may use to access the Sites and that you may not transfer, transmit, or otherwise authorize any third party to access the Sites by using your password or account information. You alone are responsible for any unauthorized access or use of your account resulting from your actions that are not in keeping with these Terms. You accept and agree that it is your sole responsibility to immediately notify Heaven Hill Brands in the event of any unauthorized use of your password or username or any other unauthorized access to the Sites or breach of security related to your account information. Heaven Hill Brands is not responsible for any damages that may arise from the use of Sites by you or any account or username associated with you that are not in compliance with these Terms. Heaven Hill Brands reserves the right to suspend, terminate, restrict access, or otherwise discontinue your account or Site access, without notice to you, at any time and for any reason.

## 05

# USER CONDUCT STANDARDS

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Heaven Hill Brands requires all users of its Sites to follow any and all applicable federal, state, local, and international laws and regulations, while also respecting the rights of others within the online community. Please be aware that your access to Heaven Hill Brands Sites may be suspended, terminated, or otherwise discontinued if you fail to abide by any of the rules set forth in this Section. **By accessing this Site, you agree not to:**



- Use the website for any unlawful, illegal, or fraudulent purpose or post material that may incur criminal or civil liability;
- Place threatening, abusive, or defamatory content on the Site;
- Plagiarize, misappropriate, or infringe upon the rights of others, including the intellectual property rights of others, such as trademark, copyright, trade secret, right of publicity or privacy or any other proprietary right;
- Use the Sites to provide materials that may be obscene, sexually explicit, or discriminatory based upon race, religion, nationality, disability, sexual orientation, or age;
- Use the Sites to invade others' privacy rights, rights of publicity, or collect and disseminate personal information about other users of the Sites;
- Impersonate any person or entity, including without limitation any representative of Heaven Hill Brands, or otherwise falsely state, claim or misrepresent your affiliation with any person or entity in connection with the Sites or otherwise claim that Heaven Hill Brands endorses any statement or affirmation that you make;
- Depict or endorse practices that are irresponsible or illegal after consuming alcoholic beverages;
- Utilize the Site to develop or distribute viruses, spyware, malicious code or programs, or other such similar programs that may be harmful or invasive or that may be otherwise used to damage, disable, interfere with or monitor the use of any hardware, software or equipment;
- Disseminate, post, or otherwise distribute any non-public information, material, or intellectual property of or about Heaven Hill Brands or any other company, entity, or individual without the proper authorization;
- Use the site to distribute any kind of unwanted solicitations to other Site users;

- Reproduce, copy, sell, resell, hyperlink to another site, or otherwise exploit in any way or for any business purpose, any and all portions of the Site;
- Prohibit, inhibit, or restrict the ability of any other user to access the Site;
- Use the Site in any way that may lead to the misappropriation of Site data or may otherwise compromise the integrity of the Site.

## 06

# SITE CONTENT AND MONITORING

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Heaven Hill Brands has the right, but not the obligation, to monitor and review the content of any Site user's account to determine compliance with these Terms of Use and any operating rule established by Heaven Hill Brands. If Heaven Hill Brands becomes aware of any information or materials transmitted or made available through the Sites that may be a violation of these Terms of Use, or of any law, regulation, or third party rights, which may include, but is not limited to, any intellectual property rights, we have the right to remove or disable your access to the respective materials, information, and Sites. Heaven Hill Brands' response may also include sharing your name, contact information, and any of your content with any appropriate law enforcement agencies. You assume all risk and liability with respect to the use of the Sites and to maintain compliance with these Terms.

Heaven Hill Brands reserves the right to terminate your access to or use of the Sites for any of the reasons set forth in these Terms, or at any time and

for any other reason. Upon the termination of your access, your right to use the Sites will immediately cease and Heaven Hill Brands may, without prior notice, deactivate your user information such as account name and password, delete any of your stored and saved information or content on the Sites and may otherwise deny you the ability to access the Sites and/or your account information. You agree and acknowledge that Heaven Hill Brands shall not be liable to you in any way for the termination of your access to Our Sites and shall not be required to make any saved or stored information available to you once your account has been terminated under these Terms. Heaven Hill Brands reserves the right to take any other steps not expressly listed here in order to comply with any judicial action or governmental decree, or otherwise enforce or verify our users' compliance with these Terms of Use.

Please note that if you reside outside the United States of America, you are entirely responsible for compliance with any and all applicable local laws and regulations in relation to the Sites.

## 07

# INDEMNIFICATION

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To the fullest extent allowable by applicable law, you agree to defend, indemnify, and hold harmless Heaven Hill Brands and its affiliates, subsidiaries, officers, directors, employees, consultants, licensee, agents and assigns from and against any and all claims, demands, causes of action, proceedings, injuries, damages, losses, costs and expenses (including investigations and reasonable attorney's fees) that (i) arise from your use



of, or inability to use the Sites, which includes any use of the Sites by the user account linked to you; (ii) any and all claims, allegations or disputes that any materials, posts, submissions, or general use of the Site by you, or your account(s), infringe upon the intellectual property or privacy rights of any third party or otherwise violate any other applicable federal, state or local laws or regulations; (iii) any of your acts or omissions, or the acts and omissions of the account linked to you, that violate any rights of any other user, visitor or other third party; or (iv) any other breach by you, or your account, of these Terms of Use.

## 08

# COPYRIGHT

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If you believe that any of the content on the Sites infringes upon any copyright held by you, please be aware that the Digital Millennium Copyright Act of 1998 (the “DMCA”) may provide you with an opportunity to request that we remove that content. Under the DMCA, upon your good faith belief that any of the materials provided on the Sites infringes upon your rights under United States copyrights law, you (or your agent) may send Heaven Hill Brands notice requesting that it remove the allegedly infringing material or block access to it. Please note that your notice under DMCA must include the following:

- Your signature (whether physical or electronic)
- You must provide an identification or description of the copyrighted material in which you have a good faith belief that Heaven Hill Brands or other Site users have infringed upon, as well as a description of the

allegedly infringing material and the location on the Sites where the allegedly infringing material exists

- Your contact information (name, address, telephone number and email address where applicable)
- A declaration by you that you have a good faith belief that the disputed use is not authorized by the copyright owner or its agent
- A statement made by you under penalty of perjury that the information in your notice is accurate and that you are the owner of the copyright works that have allegedly been infringed upon or that you are authorized to act on the owner's behalf

Please note that your failure to comply with any and all requirements under 17 U.S.C. §512 may render your DCMA notice invalid. Further, please be aware that if you knowingly make any material misrepresentations that any of the content available on the Sites infringes upon your copyright, you may be liable to Heaven Hill Brands for damages (including reasonable attorneys' fees and court costs) under the DCMA.

If someone has filed a notice of copyright infringement against you, and your content was removed from the Sites on such basis, the DMCA permits you to send a counter-notice if you believe that your content is not infringing or that you have the authorization from the copyright owner to post and use the content. All notices and counter-notices must comply with any statutory requirements that are imposed by the DMCA. Some information that you must include on the counter-notice are as follows: (i) an identification of the content that has been removed or disabled and the location where it appeared prior to its removal; (ii) a statement by you, that it is your good faith belief that the content was removed or disabled due to a mistake; (iii) your contact information (name, address, phone



number, email address); (iv) a statement, by you, consenting to personal jurisdiction of the federal courts in Louisville, Jefferson County, Kentucky USA and a consent to service of process from the individual who provided the original notification of alleged infringement; and (v) your signature (whether physical or electronic). You may find more information at <https://www.copyright.gov/>.

All **notices** and **counter-notices** should be sent to the following address:  
Heaven Hill Brands  
Attn: General Counsel  
4500 Bowling Blvd.  
Louisville, KY 40207

EMAIL: [jpendergrass@heavenhill.com](mailto:jpendergrass@heavenhill.com)

## 09

# CONTESTS AND PROMOTIONS

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Please be aware that any contests, promotions, sweepstakes, drawings or giveaways (“Contest” or collectively, “Contests”) that you may access via any of Heaven Hill Brands’ Sites or platforms may be subject to their own terms and conditions that will govern your participation in those Contests. Those terms and conditions should be linked to each individual Contest. Please be sure to read the terms and conditions of each Heaven Hill Brands Contest in which you participate as they may differ from the Terms contained in herein. The terms and conditions for each Contest will supersede those Terms contained here, insofar as they relate directly to the rules and regulations of each particular Contest.



Please also note that any personal information that you submit as part of a Contest will be governed by our [PRIVACY POLICY](#), which you may find linked in this Section.

## 10

# CONSUMER FEEDBACK AND REVIEWS

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Heaven Hill Brands wants to hear from you and greatly values your feedback. As such, you may have the opportunity to provide feedback, leave a review, or post photographic, video, or other similar media content based upon your experiences (“Consumer Feedback”) with Heaven Hill Brands or any of our affiliates, subsidiaries, brands or products. In providing such Consumer Feedback, you understand and agree that **User Conduct Standards** as set forth in Section 5 of this Terms of Use apply and you will abide by those standards. You must refrain from advancing any other commercial purpose, including promotion or advertisement of any goods, services, or opportunities without Heaven Hill Brands’ prior express written permission. You may not impersonate any other individual or entity, use a false email address or account information or otherwise provide any misleading information as to the origin of the content that you submit on the Sites.

Your Consumer Feedback is **not confidential** and is **not proprietary**.

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You warrant that any and all Consumer Feedback that you provide on Our Sites are your own work and do not infringe upon the intellectual property rights of any third party. You further warrant that any content that you provide on our Sites will not cause harm or injury to any third party.

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## 11

# THIRD PARTY LINKS AND WEBSITES

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## 12

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If you are or become aware of any unauthorized use or alteration of the Sites, as well as any Site errors or omissions, please do not hesitate to contact us at the following web form:

<https://heavenhill.com/make-a-request.php>

## 13

# DISCLAIMER OF WARRANTIES

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# LIMITATION OF LIABILITY

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PARTY SITES; (D) LOSSES FROM INTERRUPTION, TERMINATION, OR FAILED OPERATION OF THE INTERNET, PRIVATE INTRANET OR OF THIRD PARTY TELECOMMUNICATION SERVICES; OR (E) YOUR USE OF THE SITES OR THIRD PARTY SITES TO PURCHASE OR ORDER ANY ITEMS OR PRODUCTS AND ANY LIABILITY THAT MAY RESULT FROM SUCH PURCHASES OR ORDERS.

YOU ACKNOWLEDGE THAT THE CONTENT ON THE SITES, BY ITS NATURE, MAY INVOLVE A LEVEL OF RISK, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE OR MISAPPROPRIATION, IDENTIFY THEFT, UNAUTHORIZED ACCESS TO AND DISSEMINATION OF YOUR PERSONAL INFORMATION, AND OTHER SUCH DANGERS. TO THE EXTENT ALLOWABLE BY APPLICABLE LAW, IN NO EVENT SHALL HEAVEN HILL BRANDS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING ITS OWN NEGLIGENCE) OR ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) EXCEED THE AMOUNT PAID BY YOU, IF ANY, TO ACCESS THE SITES. THIS LIMITATION OF LIABILITY APPLIES TO THE FULLEST EXTENT OF APPLICABLE LAW AND TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INACCURACY, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO OR USE OF THE SITES AND CONTENT THEREIN, UNDER ANY LEGAL THEORY OR CAUSE OF ACTION.

## 15

# GOVERNING LAW

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All matters or disputes relating to or arising out of these Terms of Use shall be governed by the laws of the Commonwealth of Kentucky, without regard to principles of conflict of laws. Heaven Hill Brands does, however, reserve the right to bring any suit, action, or proceeding against you for a breach of these Terms in the appropriate jurisdiction of your residence.

By accepting these Terms, you accept, acknowledge, and agree that money damages may not be a sufficient remedy for any breach of these Terms by you with relation to Intellectual Property rights. Heaven Hill Brands reserves the right, and is entitled, to the fullest extent permitted by law, to seek injunctive relief, in addition to any other available remedies, against you in any federal or state court in Jefferson County, Kentucky, USA to enjoin infringement or any other misuse by you of our Intellectual Property rights, or otherwise seek any and all available damages from you for such infringement or misuse of Our Intellectual Property rights. Any delay or failure by Heaven Hill Brands in asserting a claim or cause of action under this section shall not constitute a waiver of that claim or cause of action.

In the event that any provision of the foregoing is found unenforceable or invalid, such unenforceable or invalidated provision will be stricken from this Agreement and all other terms shall remain in full force and effect.



## 16

# MISCELLANEOUS

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This Terms and Conditions of Use document will inure to the benefit of Heaven Hill Brands and its successors, assigns, service providers, licensors, employees, and agents. Nothing in this Terms of Use shall be construed to create any agency, partnership, employment, franchisor-franchisee joint venture, or any similar relationship between you and Heaven Hill Brands. You are not permitted under these Terms to represent Heaven Hill Brands in any capacity, and you have no authority to bind Heaven Hill Brands in any respect whatsoever. Any and all rights and obligations granted to you under these Terms of Use are non-assignable, non-transferrable, and non-sublicensable without the prior written consent of Heaven Hill Brands. Heaven Hill Brands may assign the Agreement to another entity: (i) owning a majority of its outstanding stock; (ii) into which it merges, or (iii) which acquires all or substantially all of its assets. These Terms shall constitute the entire agreement and shall supersede any and all prior or contemporaneous written or oral agreements, compacts, or understandings between you and Heaven Hill Brands as it relates to the subject matter discussed and referenced herein. No waiver by Heaven Hill Brands of any term or condition set forth in these Terms of Use shall be deemed to be a continuing waiver of any such term or condition, nor a waiver of any other term or condition. Any failure by Heaven Hill Brands to assert any right, claim or provision under these Terms of Use shall not constitute a waiver of any such right, claim or provision, unless otherwise acknowledged and agreed to, in writing, by Heaven Hill Brands.



If any provision or term found herein is determined by any court of any competent jurisdiction to be invalid, void or otherwise unenforceable, such provision shall be limited, stricken from these Terms, or construed, as nearly as possible and to the minimum extent necessary, so as to reflect the intention of the parties so that these Terms and all provisions included herein remain valid and in full force and effect. Any headings or section titles used herein have been inserted as a matter of convenience only and shall in no way provide any legal definition or explanation of any provision within these Terms, nor shall they have any other legal or contractual effect. Any notice to you from Heaven Hill Brands shall be provided by posting said notice either directly to the Site or posting a link to the notice on the Site. Heaven Hill brands may also provide you notice, at its sole discretion, via electronic mail or standard post mail. By accepting these Terms of Use, you agree that a printed version of these Terms of Use and any notice given in electronic form shall be given the full force and effect and shall be subject to the same conditions as other business documents maintained in printed form and shall thereby be admissible in any legal or administrative proceedings arising out of or relating to the Terms of Use.

Any acknowledgment of an e-mail or other communication from You that is in any way inconsistent with, or adds to, the provisions of these Terms is null and void. Neither the course of conduct between the parties nor trade practice shall act to modify the provisions of these Terms. Heaven Hill Brands may authorize or allow its contractors and other third parties to provide to Heaven Hill Brands and/or you, the services necessary or related to making the Sites available to you and to perform obligations and exercise rights of Heaven Hill Brands under these Terms of Use. Heaven Hill Brands and/or third parties may from time to time send e-mail messages to you containing advertisements, promotions, and other such



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You acknowledge that you have read, recognize, and understand these Terms above and choose, of your own volition, to use these Sites and to abide by the Terms of Use as set forth here. These Terms of Use, together with all agreements and statements referred to herein and incorporated herein by reference, which shall be deemed to have been accepted by you upon your use of the Site constitute the entire agreement between you and Heaven Hill Brands regarding the use of the Site and any of the content found herein.