



Agreement between user and **Pocket Brew Co.**

TERMS OF USE

Pocket Brew Co. website (the “Site”) is comprised of various web pages operated by Pocket Brew Co. **Pocket Brew Co.** is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein (the “Terms”). Your use of **Pocket Brew Co.** constitutes your agreement to all such Terms. Please read these terms carefully, and keep a copy of them for your reference.

Pocket Brew Co. has various services on this site including, but not limited to, information about Beers, Breweries, Venues, and Location, and other like services.

PRIVACY

Your use of **Pocket Brew Co.** is subject to **Pocket Brew's** Privacy Policy. Please review our [Privacy Policy](#), which also governs the Site and informs users of our data collection practices.

ELECTRONIC COMMUNICATIONS

Visiting **Pocket Brew Co.** or sending emails to **Pocket Brew Co.** 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.

YOUR ACCOUNT

If you use this site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password unless hacked into. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that **Pocket Brew Co.** is not responsible for third party access to your account that results from theft or misappropriation of your account. **Pocket Brew Co.** and its associates reserve the right to refuse or cancel service, terminate accounts, or remove or edit content in our sole discretion.

Pocket Brew Co. does not knowingly collect, either online or offline, personal information from persons under the age of twenty-one. If you are under 21, you may not use **Pocket Brew Co.**

LINKS TO THIRD PARTY SITES/THIRD PARTY SERVICES

Pocket Brew Co. may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of **Pocket Brew Co.** and **Pocket Brew Co.** 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. **Pocket Brew Co.** is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by **Pocket Brew Co.** of the site or any association with its operators.

Certain services made available via **Pocket Brew Co.** are delivered by third party sites and organizations. By using any product, service or functionality originating from the **Pocket Brew Co.** domain, you hereby acknowledge and consent that **Pocket Brew Co.** may share such information and data with any third party with whom **Pocket Brew Co.** has a contractual relationship to provide the requested product, service or functionality on behalf of **Pocket Brew Co.** users and customers.

NO UNLAWFUL OR PROHIBITED USE/ INTELLECTUAL PROPERTY

You are granted a non-exclusive, non-transferable, revocable license to access and use **Pocket Brew Co.** strictly in accordance with these terms of use. As a condition of your use of the Site, you warrant to **Pocket Brew Co.** that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. You may not use the Site in any manner which could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site.

We do not take abuse of our system lightly and will cooperate fully with state and federal law enforcement

and will provide them any information that's requested. This information includes, but is not limited to, phone numbers, e-mail addresses, IP logs, and any other information that the authorities may request.

All content included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Site, is the property of **Pocket Brew Co.** or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Site. **Pocket Brew Co.** content is not for resale. Your use of the Site does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your personal use, and will make no other use of the content without the express written permission of **Pocket Brew Co.** and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of **Pocket Brew Co.** or our licensors except as expressly authorized by these Terms.

Pocket Brew Co. has zero tolerance for objectionable content or abusive users.

INTERNATIONAL USERS

The Service is controlled, operated and administered by **Pocket Brew Co.** from our office within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the **Pocket Brew Co.** Content accessed through **Pocket Brew Co.** in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless **Pocket Brew Co.**, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of 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.

Pocket Brew Co. 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 **Pocket Brew Co.** in asserting any available defenses.

LIABILITY DISCLAIMER

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE MINOR INACCURACIES OR MINOR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. POCKET BREW CO AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

POCKET BREW CO AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL POCKET BREW CO AND/OR ITS SUPPLIERS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SITE, WITH THE DELAY OR INABILITY TO USE THE SITE OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE SITE, OR OTHERWISE ARISING OUT OF THE USE OF THE SITE, EVEN IF POCKET BREW CO OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

TERMINATION/ACCESS RESTRICTION

Pocket Brew Co. reserves the right, in its reasonable discretion, to terminate your access to the Site and the related services or any portion thereof at any time, with notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Texas and you hereby consent to the exclusive jurisdiction and venue of courts in Texas 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 **Pocket Brew Co.** as a result of this agreement or use of the Site. **Pocket Brew Co.** performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of **Pocket Brew Co.** 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 **Pocket Brew Co.** 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 **Pocket Brew Co.** with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and **Pocket Brew Co.** 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

Pocket Brew Co. reserves the right, in its reasonable discretion, to change the Terms under which **Pocket Brew Co.** is offered. The most current version of the Terms will supersede all previous versions. **Pocket Brew Co.** encourages you to periodically review the Terms to stay informed of our updates.

CONTACT US

Pocket Brew Co. welcomes your questions or comments regarding the Terms:

Email Address: **contact@pocketbrew.com**

Effective as of August 3, 2017 (Updated August 3, 2017)