

BrewPlanner™ Application and Website End User Agreement

Welcome to BrewPlanner™, the ('Application', 'App', 'Site' or 'Website'). Use of the 'App' or 'Site' is governed by the End User Agreement as amended from time to time ('Terms'). BY USING THE 'APP' OR 'SITE', YOU AGREE TO BE BOUND BY THE FOLLOWING 'TERMS'. 'You' are the individual and/or entity using the Site (if your use is on behalf of a principal, then 'you' includes both you as an individual and your principal).

1. You may print or make a copy of these Terms. You may also make and distribute verbatim copies of entries in this Site and lawfully use BrewPlanner™ LLC's text to the extent allowed by principles of fair use. If you would like broader rights, you need to first get permission from BrewPlanner™ LLC, in a record. The foregoing rights are revocable and all intellectual property rights not expressly granted here are reserved.
2. You are legally allowed to brew and consume alcohol; No Association. This 'App' or 'Site' contains BrewPlanner™ LLC's proprietary software for brewing alcohol, by using this site you warrant that you are legally allowed; and licensed if need be; to brew, consume, sell, and/or distribute alcohol. You also warrant that you have no business relationship with BrewPlanner™ LLC other than as a user of their informational 'App' or 'Site'.
3. You are of legal age to consume alcohol. By using this 'App' or 'site' you verify and warrant that you are at least of the legal age for drinking in your country.
4. NO WARRANTIES. YOU AGREE THAT THE SITE AND ALL OF ITS FUNCTIONALITY (INCLUDING ALL LINKS) AND ALL INFORMATION ON IT IS PROVIDED AS IS AND AS AVAILABLE. IF THERE ARE ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS THAT RELATE TO SAID SITE, FUNCTIONALITY OR INFORMATION, YOU AGREE THAT THEY ARE ALL DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY (IF ANY) DUTIES OF WORKMANLIKE EFFORT, ACCURACY, AND LACK OF NEGLIGENCE OR VIRUSES. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SITE, FUNCTIONALITY OR INFORMATION OR AGAINST INFRINGEMENT.
5. NO INCIDENTAL, CONSEQUENTIAL OR CERTAIN OTHER DAMAGES. YOU AGREE THAT NEITHER BREWPLANNER™ LLC, NOR ITS OWNERS, EMPLOYEES, OR ANY OTHER THIRD PARTIES WILL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS, LOSS OF PRIVACY OR SECURITY OR FAILURE TO MEET ANY DUTY (INCLUDING WITHOUT LIMITATION ANY DUTY OF GOOD FAITH OR LACK OF NEGLIGENCE OR OF WORKMANLIKE EFFORT), OR FOR ANY OTHER INDIRECT DAMAGES THAT ARISE OUT OF OR ARE RELATED TO ANY ASPECT OF THE 'APP' OR 'SITE' OR INFORMATION, EVEN IF ANY OF THEM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN

IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE) OR STRICT OR PRODUCTS LIABILITY OR MISREPRESENTATION.

6. YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION OF ANY NATURE (INCLUDING CONTRACT AND TORT) RELATING TO ANY ASPECT OF THE SITE SHALL BE, AT BREWPLANNER™ LLC'S OPTION: (1) SUBSTITUTION, RETRACTION, OR REPLACEMENT OF ALL OR PART OF THE INFORMATION THAT ALLEGEDLY GAVE RISE TO ANY DAMAGES (IF ANY); OR (2) THE AMOUNT OF DAMAGES ACTUALLY INCURRED BY YOU IN REASONABLE RELIANCE, WHICH AMOUNT SHALL NOT EXCEED THE AMOUNT (IF ANY) ACTUALLY PAID BY YOU TO PAY FOR THE INFORMATION CAUSING THE DAMAGES. ALL DAMAGE EXCLUSIONS AND LIMITATION OF LIABILITY IN THESE TERMS SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
7. Linking.
 - Linked to Sites: For various reasons, the 'App' OR 'Site' contains links to sites of third parties. They are independent sites not controlled or endorsed by BrewPlanner™ LLC. You agree that if you visit them and use their services or information, you do so at your own risk.
 - Linked from Sites: You are welcome to link to this Site so long as the link does not intentionally distort the content provided or positions taken by BrewPlanner™ LLC, or violate any applicable law including tort law. In his sole discretion BrewPlanner™ LLC can terminate this permission to link to the Site at any time, for any or no reason and without prior notice. If you continue or resume linking after such termination, those links are unauthorized by BrewPlanner™ LLC unless you receive authorization from BrewPlanner™ LLC in a non-electronic record.
8. Any disputes regarding anything in the preceding sentence shall be litigated or otherwise heard exclusively in the appropriate federal or state forum in Boulder County, Colorado. You hereby consent to jurisdiction in a state or federal court sitting in Boulder County, Colorado and waive any claim or defense that such forum is not convenient or proper, and consent to service of process by any means authorized by Colorado or federal law.
9. Termination or Cancellation; Survival; Amendment. You have no continuing right to access the 'App' or 'Site' and your access may be terminated or cancelled at any time without prior notice. However, termination or cancellation shall not eliminate any previous obligation or liability incurred by you and they shall survive cancellation or termination. Every time you enter this 'App' or 'Site' you are bound by the rules in effect when you enter. These Terms may change from time to time and you agree to review them each time you enter; use of the 'App' or 'Site' constitutes your acceptance of the then version in effect.
10. Notice of Copyright Agent. Anyone who believes that their work has been reproduced in the Site in a way constituting copyright infringement may provide a

notice to the designated Copyright Agent for the Site containing the following: An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest; Identification of the copyrighted work claimed to have been infringed; Identification of the material that is claimed to be infringing and information reasonably sufficient to permit the 'App' or 'Site' to locate the material; The address, telephone number, and, if available, an e-mail address at which the complaining party may be contacted; A representation that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; A representation that the information in the notice is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Copyright infringement claims and notices (but not other notices) should be sent to the attention of BrewPlanner LLC, in the following manner:

By mail:

BrewPlanner™ LLC
1942 Broadway St. Suite 314
Boulder, CO 80302

By Phone: #303-956-8234

By Email: support@brewplanner.com