

## **BLUFF CITY SMUGGLERS TERMS OF SERVICE (U.S.)**

Your use of 901smugglers.com, Bluff City Smugglers' apps and other websites ("**Platform**"), and any related offerings ("**Service**") is subject to these U.S. Terms of Service ("**Terms**", "**Agreement**").

These terms are a legal agreement between you ("Customer" "Customers", "you" or "y'all") and Bluff City Smugglers ("Bluff City Smugglers", "Smugglers", "we" or "us"). Unless you opt out of arbitration within the first 30 days of acceptance of these terms as described in the agreement below, you will be required to use binding arbitration to resolve any and all disputes with Bluff City Smugglers. Please read these terms carefully, as acceptance indicated both understanding and adherence to the terms below.

The service provided by Smugglers is exclusively for persons who are aged 21 years and older. No individual may use our service who is less than 21 years of age. No individual or prospective customer may purchase for, pick-up for, or send a delivery or shipment to anyone under 21. The decision to send us information about anyone under 21 may result in expulsion from the platform, among other repercussions.

If you have any questions about these Terms, please contact our Customer Service Team at [whatsup@901smugglers.com](mailto:whatsup@901smugglers.com).

### **1. Shopping with Bluff City Smugglers**

Bluff City Smugglers does not sell, offer to sell or solicit sales of alcohol per T.C.A. 57-3-225. The Service as defined above provides the ability to Customers to search through the mobile application or online for alcohol and other products available for sale by licensed alcohol retailers that use Bluff City Smugglers' e-commerce service ("Retailer" or "Retailers") for purposes of delivery to Customers. The Service is not meant nor is there any intent on the behalf of Bluff City Smugglers to facilitate any improper furnishing of inducements by any manufacturer, importer, supplier, wholesaler or distributor of alcohol beverages to any retailer of alcoholic beverages. Further, the Service is not meant nor is there any intent on the behalf of Bluff City Smugglers to facilitate here any improper exclusionary practices by any alcohol beverage licensee, any other licensee, or any entity operating or using the Services offered on or in conjunction to the Platform. When you search for a product, the Service provides a virtual representation of the shelf space of the Retailer, including but not limited to inventory availability, pricing of such inventory and other information. Such information provided is based on your location and the information is managed by Bluff City Smugglers but is provided and controlled by the Retailers that service your designated location of delivery. Our Service may be limited or not available at all in some places due to restrictions arising from local law, availability of Retailers, or demand expressed in the area in which you request delivery.

At time of order through the Platform, it is an offer to purchase the product from a Retailer and an offer to purchase delivery services from Bluff City Smugglers. The total purchase amount plus any and all additional service fees, regardless of the extent to which they are displayed on the check-out screen, may be authorized by your payment card company at checkout. Regardless of authorization by your payment card company, your offer is not unconditionally accepted by the Retailer or Bluff City Smugglers at that time. If the Retailer reviews your order and decides to accept it, then they will charge your payment card for the purchase amount (plus any additional service fees) and arrange for the delivery. At this point, the order will be brought to your confirmed delivery location by Bluff City Smugglers. Upon confirmation of your age and identity by Bluff City Smugglers or duly appointed and representative agent, at time and place of delivery, your order is officially accepted by Bluff City Smugglers. Please see Section 5 for information about prices and fees.

Bluff City Smugglers does not guarantee delivery times and is not liable for the actions, products, or content of Retailers. If you feel that there have been issues or errors with your order, we encourage you to contact [whatsup@901smugglers.com](mailto:whatsup@901smugglers.com). We reserve the right to issue any credits to your account depending on veracity of the claim and surrounding circumstances.

## **2. Bluff City Smugglers Ownership of the Service**

Bluff City Smugglers and its parent company, TRG Equity, Inc. own the Service and all contents on the Platform, including but not limited to patents and patented technology, copyright, trade secret, trademark, show-how, know-how and any and all other US or international intellectual property rights therein. These Terms are in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal. Any misuse, theft, or other use of the intellectual property which is not in accordance with any and all other US or international intellectual property rights will be considered breach of these terms and will afford Bluff City Smugglers the right of immediate termination of the Agreement or any element of these Terms via written notice to the breaching Party. This remedy will in no way, shape, or form exclude the Bluff City Smugglers from additional remedy as allowed by law, including but not limited to monetary compensation for damages, the exact amount of which may be challenging and expensive to calculate. This provision shall continue to be effective after the termination of these Terms.

## **3. Account Registration**

You may not register more than one account with Bluff City Smugglers. Any information which we require you to provide or which you voluntarily provide must be both accurate and complete, and you must, under any circumstances, keep such information current. The name provided by you to create your account must match identically to your legal name and accurate, actual date of birth on all accounts and orders you create. Should any of the information that you provide be inaccurate, your order may be declined, and you may be charged restocking fees at the sole discretion of Bluff City Smugglers and the Retailer, respectively. You are responsible for any and all use of your account and any unauthorized use of your account by any individual or entity apart from yourself is a clear violation of these Terms. Such a violation may result in severe penalties, including but not limited to fines associated with the misconduct, suspension, or even ban from the platform, with the severity of penalty being determined at the sole discretion of Bluff City Smugglers. Such penalties, and the associated severity and duration have no restriction except where otherwise restricted by law. Keep your username and password confidential. If you suspect unauthorized activity notify our Customer Service Team at [whatsup@901smugglers.com](mailto:whatsup@901smugglers.com) immediately.

If you wish to deactivate your account for any reason, your sole option available to do so is to send a request to our Customer Service Team at [whatsup@901smugglers.com](mailto:whatsup@901smugglers.com). If Bluff City Smugglers wishes to deactivate your account for any reason, it may do so in its sole discretion without notice to you. Bluff City Smugglers may, but is not obligated to, reactivate an account upon written request to its Customer Service Team at [whatsup@901smugglers.com](mailto:whatsup@901smugglers.com). While we will make all reasonable attempts to resolve any discrepancies which may cause the actions described in this section, though we are under no obligation to resolve the situation at hand prior to disabling of an account.

## **4. License and Access**

We grant you a limited, personal, nonexclusive, non-transferable, non-sublicensable license to access to the platform, given that you use the Services solely for personal use or enjoyment and that at all times use of the Service remains non-commercial. You may use the Service only as permitted by these Terms and any and all applicable laws relating to the Service. Under no condition may any individual using the Service resell, illegally distribute, illegally product or otherwise make commercial use of the Service, its contents, the Products, or anything which might be construed as intellectual property, whether such content is explicitly designated as intellectual property in this contract or not. Under no condition may any individual using the Service collect and/or use any product listings, prices for content sold on the Platform, or descriptions of products; make any derivative use of the Service or its contents, or download, copy, or otherwise use information present on the Platform or in conjunction with the Platform for the benefit of any third party. Under no condition may any individual using the Service perform any form of data mining, use robots to extract information, or perform any data gathering and/or extraction process on the Platform. All of the above are considered misuse of the Service and the Platform and are considered a breach of these Terms. This license and all privileges associated will terminate in a case of non-compliance with these Terms. All rights not expressly granted in these Terms are reserved by Bluff City Smugglers.

We license the Service to any US Government users as a "Commercial Item" as defined in 48 C.F.R. § 2.101), and the rights granted are the same as we grant to all others, Commercial or non-commercial, under these Terms.

## **5. Prices, Taxes, and Fees**

Retailers set the price of their products that are listed on Bluff City Smugglers, and Bluff City Smugglers reserves the right to charge you any of the applicable fees, including but not limited to additional fees such as shipping and delivery fees, re-delivery fees and restocking fees. For information about these fees, please see Sections 7a and 7b. Any charges comprising your order total, including but not necessarily limited to delivery fees, restocking fees, and/or re-delivery fees, may be each be subject to tax according to local, state or national legislation. The amount of any tax levied against products ordered or services provided by the Service will depend on many factors, including but not limited to the products ordered, the chosen delivery location, and the legal obligations of the Retailer.

When you use the Service, you may incur separate and additional charges by your wireless and/or internet provider(s). Bluff City Smugglers is in no way liable for any additional charges borne by you through use of the Services which is charged by your wireless and/or internet provider(s).

## **6. Changes to Orders**

If you wish to change your order for any reason after the order has been placed on the Platform, you have the option of contacting our Customer Service Team at [whatsapp@901smugglers.com](mailto:whatsapp@901smugglers.com). Contacting our Customer Service Team is not a guarantee that your changes will be able to be made prior to time of delivery, at which point accepted offer of purchase is accepted by Bluff City Smugglers. For information about official purchase information, please see Section 1. In accordance with Bluff City Smugglers policy, if the changes are made, you will be responsible for any difference in charges and fees resulting from the change(s) made to the order.

## **7. Retailer Rights and Reservations**

- a. A Retailer may refuse or cancel your order if the product you want is not available. In the case that the product(s) that you want are not available, Bluff City Smugglers will notify you and offer a reasonable substitute or else issue you a refund for the product(s) which are not available. If you

choose to accept the substitution available from the Retailer, or another Retailer of your choice, the order total will be adjusted accordingly. If Bluff City Smugglers policy prohibits delivery to your address, we will notify you via the most practical method, cancel your order and issue a complete refund. In some jurisdictions, the law requires Retailers to limit the number or type of product(s) in your order. If this happens, Bluff City Smugglers will notify you and offer a reasonable substitute or refund your money. If you choose to accept the substitution available from the Retailer, or another Retailer of your choice, the order total will be adjusted accordingly.

- b. Any Retailer on the Platform explicitly retains the right to refuse to conduct multiple delivery attempts in the case of a failure on the behalf of either Bluff City Smugglers or the Customer to complete a successful delivery and, further, retains the right to charge restocking fees. A Retailer or Bluff City Smugglers may refuse to deliver your order if they believe that furnishing alcohol to you or the person accepting the delivery on your behalf is illegal, unsafe or inappropriate. Deliveries which cannot be made for this or any other reason listed in this contract other than responsibilities or warranties explicitly outlined in these Terms may result in you being charged a restocking or re-delivery fee. While a decision to charge a restocking or re-delivery fee will be dependent on the circumstances surrounding the order and made on a case-by-case basis, the decision to waive any restocking or re-delivery fees will be made at the sole discretion of Bluff City Smugglers. Subsequent delivery attempts are at the discretion of Bluff City Smugglers and are subject to re-delivery fees.

#### **8. ID Verification; other Safety Checks**

- a. Bluff City Smugglers will require a valid form of photo identification at time of registration of your account, as well as at time of pick-up or delivery. If Smugglers cannot verify your age or identity, if you appear intoxicated, or if the situation is otherwise unsafe or inappropriate, Bluff City Smugglers reserves the right to refuse to furnish you with alcohol.
- b. Alcohol cannot be left unattended at any point in time and at all times the alcohol must be in the possession of someone aged 21 years old or greater. If Smugglers is unable to deliver your product for this or a similar reason, the Retailer may charge a restocking fee as outlined in Section 7b. Subsequent delivery attempts may be conducted at the joint discretion of the Retailer and Bluff City Smugglers and are subject to re-delivery fees not to exceed the cost of delivery.

If we believe that your order is fraudulent or unlawful, Smugglers may suspend your use of the Service. In the case that your order is refused, you will be refunded the amount of purchase, absent restocking fees or re-delivery fees as outlined in Sections 7a and 7b.

#### **9. Errors**

At times, there is a possibility of incorrect information on the platform, including but not limited to images, descriptions, pricing, reviews or availability. If either Bluff City Smugglers or the Retailer discovers such an error which has resulted in you receiving a product that is not as described or is not the product that you ordered, we will make all reasonable attempts to amend the error. If you discover such an error, your sole remedy is to notify Bluff City Smugglers at [whatsapp@901smugglers.com](mailto:whatsapp@901smugglers.com). If you contact us, we will contact the Retailer, who will, in its sole discretion, will either issue you a refund to your method of payment or else will allow you to return the unused product. Returns must occur on the same day of delivery, or within the time period specified by local laws, whichever is shorter. If you accept the substitution, the order total will be adjusted accordingly.

#### **10. Returns, Refunds, and Exchanges**

Neither cash refunds nor retailer exchanges or returns are allowed. If you have an issue with your order, contact [whatsup@901smugglers.com](mailto:whatsup@901smugglers.com) and, depending on veracity and circumstances of the request, you may be eligible for a credit to your Smugglers account.

### **11. Privacy and Communications**

Use of the Service is subject in all circumstances to our Privacy Policy and all use of the Service to send e-mails, text messages, or other communications from your desktop or mobile device to us, acts as consent to receive electronic communications from us. Further, any communications conducted via e-mails, text messages, or other communications from your desktop or mobile device, either on or off the Platform, satisfy any legal requirement that a document be in writing.

### **12. Promotional and Referral Codes**

Your eligibility, promotional or referral codes are non-transferable between you and any other individual or entity. Further, they may be used only with the Service as described in these Terms. Any form of code distributed by Bluff City Smugglers cannot be redeemed for cash and will expire in one year unless otherwise specified. Bluff City Smugglers. Further, Bluff City Smugglers in its sole discretion, decides whether to accept codes, regardless of source of creation or distribution, including codes created and distributed by Bluff City Smugglers or affiliated third-party entities. If you attempt to evade restrictions on code redemption, Bluff City Smugglers may decline to redeem your code, as well as levy penalties and fines against your account at the sole discretion of Bluff City Smugglers and to the extent of severity decided solely by Bluff City Smugglers.

### **13. Additional Apple Device Terms**

If you use the Bluff City Smugglers App on an Apple device (e.g., iPhone, iPad, iPod Touch) (any such device, an "Apple Device"); these additional terms apply to your use of the Service on such Apple device. We are solely responsible for the Bluff City Smugglers App on your Apple Device, and you may use the Bluff City Smugglers App on your Apple Device only as permitted by these Terms and the "Usage Rules" set forth in the Application Store Terms and Conditions (<http://www.apple.com/legal/itunes/appstore/us/terms.html>). As between Bluff City Smugglers and Apple Inc., to the extent that: (a) we are required to address any claims related to your or a third party's use or possession of the Bluff City Smugglers App on your Apple Device, we will be responsible for addressing, investigating, or defending the claim; and (b) we have not effectively disclaimed any warranties relating to the Bluff City Smugglers App on your Apple Device, we will be solely responsible for any product warranties or other claims, losses, liabilities, damages, costs or expenses if the Bluff City Smugglers App fails to conform to any warranty. If the Bluff City Smugglers App on your Apple Device fails to conform to any applicable warranty, you may notify Apple Inc. for a refund of the purchase price of the Bluff City Smugglers App on your Apple Device, if any. Apple Inc. will not have any other warranty obligations whatsoever with respect to the Bluff City Smugglers App on your Apple Device. Apple Inc. and its subsidiaries are third party beneficiaries to these Terms as relating to the Bluff City Smugglers App on Apple Devices, and Apple Inc. and its subsidiaries may enforce these Terms against you as a third party beneficiary of these Terms.

### **14. Third-Party Offerings**

Bluff City Smugglers does not examine, warrant, endorse, or inspect any third-party sites and apps to which the Service links. Further, Bluff City Smugglers holds no liability for consequences resulting from your use of any third-party sites and apps to which the Service links.

## **15. Disclaimer of Warranties and Limitation of Liability**

Use of the services is undertaken at your own risk and Bluff City Smugglers holds no liability for consequences occurring from use of the Services. Bluff City Smugglers makes no express or implied warranty of any kind, including but not limited to warranties of merchantability, warranties implied from any course of dealing or usage of trade, or other warranties regarding the Service beyond those explicitly outlined in these Terms. No warranty is created through any information provided by Bluff City Smugglers or any authorized agents or representatives, including but not limited to oral or written descriptions of the Service or the Platform. The Service and all elements therein are provided on an “as is” and “as available” basis by Bluff City Smugglers and there is no representation on the behalf of Bluff City Smugglers that use of the Service or the Platform is legal for all individuals. Bluff city Smugglers is not liable for any content which may be deemed defamatory, offensive, or illegal which is produced by third-parties. Bluff City Smugglers is not liable for content which you produce which may be deemed defamatory, offensive, or illegal. Such actions are considered breach of these Terms and Bluff City Smugglers reserves the right to remove you from the platform if you produce or distribute such content in relation to the Platform or through use of the Services. Bluff City Smugglers is not responsible for any damages occurring out of uncontrollable events, including but limited to unforeseeable accidents related to the platform, delays resulting from unforeseeable events, “Acts of God”, weather which may prohibit fulfillment of the Services or other incidents including public unrest, confiscation or natural disasters. Pursuant, Bluff City Smugglers is not liable for any damages resulting from any use of the Services or the Platform which may, depending on circumstance, include special, exemplary, direct, indirect, consequential, incidental or punitive damages, or any damage resulting from loss of use, data or profits or any other damages or losses of any kind. All of the above restrictions of warranties and limitations of liabilities are valid to the fullest extent of the law as is possible in the jurisdiction in which any damages take place. If an arbitrator or a court finds Bluff City Smugglers liable for damages notwithstanding the foregoing, Bluff City Smugglers’ total liability for all damages shall not exceed the amount paid by you to Bluff City Smugglers for your use of the Service during the time pre-dating the incident creating the liability.

## **16. Copyright Dispute Policy and Updates**

Please contact us at [whatsup@901smugglers.com](mailto:whatsup@901smugglers.com) to report any content which you believe is possible infringing upon copyright laws or other laws in violation of the Defend Trade Secrets Act. Bluff City Smugglers reserves the right to update these Terms at any time and for any reason or reasons at the sole discretion of the Bluff City Smugglers. Updates are effective as of the “Last updated” date at the end of these Terms and any use of the Service after an update will be construed to be an acceptance of the updated Terms. If any part of the Terms are found invalid, void, or unenforceable, that part shall be severed, but under no condition will any severance of any portion of this contract affect any remaining term or condition within these Terms.

## **17. Dispute Resolution**

- a. Unless you choose to opt out of the terms below regarding Arbitration within the immediate 30 days following acceptance of these Terms during your initial account creation on the Platform, any dispute of claim relating to the Service or these Terms must be resolved through binding Arbitration. Through agreement to these terms, you waive your right to settle the dispute in court, except to the degree to which a claim may be handled in small claims court. Further, claims against Bluff City Smugglers must be brought forward within one year of the events which are giving rise to the claim. Further, by agreement to these Terms, you are waiving your right to join or be represented in a class, consolidated or representative action and agree that you will only be

represented as an individual pursuant to any other conditions in these Terms. There is no judge nor any jury in Arbitration. An Arbitrator can award the same damages and relief as a court (including injunctive and declaratory relief or statutory damages and must follow these terms in the same manner as they would be followed in a court. Bluff City Smugglers, to the extent permitted by law, reserves the right of court review of an arbitration award though this right is limited to users of the Platform. To begin the dispute resolution process, notify Bluff City Smugglers of your claim by sending an email to [whatsup@901smugglers.com](mailto:whatsup@901smugglers.com) or U.S. Postal Service certified mail to Bluff City Smugglers, LLC., Attn: Legal, 80 Monroe Ave Suite 610, Memphis, TN 38103. You must include: (a) a description of your claim or dispute; (b) the specific relief you want; and (c) your name, address and contact information. If the claim is not resolved within 30 days of your notice, you or Bluff City Smugglers may begin formal arbitration. If we intend to begin arbitration, we will notify you in writing using the contact information you provide. The American Arbitration Association ("AAA") will conduct the arbitration pursuant to its Commercial Arbitration Rules, Consumer Due Process Protocol, Supplementary Procedures for Resolution of Consumer Related Disputes, and these Terms. The AAA's rules are available at <https://www.adr.org/> or by calling 1-800-778-7879. All issues are for the arbitrator to decide, including the scope and enforceability of this arbitration clause, but these Terms bind the arbitrator. The AAA's rules govern filing, administrative and arbitrator fees. Unless an arbitrator decides your claims are frivolous, we will reimburse those fees for claims totaling less than \$10,000 and will not seek attorneys' fees and costs. You may choose to have the arbitration conducted by telephone, in writing, or in person in the State of Tennessee or at another mutually agreed location. The American Arbitration Association ("AAA") will conduct the arbitration pursuant to its Commercial Arbitration Rules, Consumer Due Process Protocol, Supplementary Procedures for Resolution of Consumer Related Disputes, and these Terms. The AAA's rules are available at <https://www.adr.org/> or by calling 1-800-778-7879. All issues are for the arbitrator to decide, including the scope and enforceability of this arbitration clause, but these Terms bind the arbitrator. The AAA's rules govern filing, administrative and arbitrator fees. Unless an arbitrator decides your claims are frivolous, we will reimburse those fees for claims totaling less than \$10,000 and will not seek attorneys' fees and costs. You may choose to have the arbitration conducted by telephone, in writing, or in person in the Commonwealth of Massachusetts or at another mutually agreed location.

- b. **Opting Out of Arbitration** - If you do not want to use arbitration to resolve your disputes with Bluff City Smugglers, notify Bluff City Smugglers in writing of your desire to opt out of arbitration by sending an email to [whatsup@901smugglers.com](mailto:whatsup@901smugglers.com) or US Postal Service certified mail to Bluff City Smugglers, LLC., ATTN: Legal, 80 Monroe Ave, Memphis TN 38103. You must provide this notice within 30 days of accepting these terms. If you do not opt out within the 30-day period, arbitration will be required. Agreeing to arbitration is an important decision and is binding in you local jurisdiction. At no point should you rely solely on the information contained in these terms to make any decision pertaining to acceptance or refusal of arbitration. At no point is this synthesis of arbitration intended to provide a complete description of the consequences or benefits of arbitration.

## 18. Applicable Law

The laws of the State of Tennessee, excluding its conflicts of law rules, govern these Terms to the extent not preempted by The Federal Arbitration Act. The state and federal courts located in the State of Tennessee shall have sole and complete jurisdiction over all claims or disputes that are not subject to

arbitration. Solicitations, offers, advertisements and communications are void where prohibited. You must comply with any local, state or national laws applicable to your use of the Service, including but not limited to the rules and regulations regarding the sale, service, transportation, import, shipment or delivery of alcoholic beverages. You must comply with, on all occasions of use of the Service and at all times during which use of the Service is occurring, all applicable U.S. or other export and re-export restrictions.

#### **19. Communications Decency Act**

Parental control protections (such as computer hardware, software, filtering services, or other applicable technology) may help you limit access to material on the Internet that may be harmful to minors. Such tools are available for purchase online. We have not used any of the aforementioned tools and we cannot, in any way, whether implied or construed through these Terms, offer attest to their efficacy or quality with respect to these tools and cannot attest to their quality.

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