Taburo Inc's Legal Notice

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THE SECTION ENTITLED ARBITRATION; NO CLASS ACTION" OF THESE TERMS OF SERVICE CONTAIN A MANDATORY ARBITRATION AGREEMENT REQUIRING YOU TO PURSUE DISPUTES THROUGH INDIVIDUAL ARBITRATION AND A WAIVER OF YOUR RIGHT TO PURSUE ANY CLASS, GROUP, OR REPRESENTATIVE CLAIM. PLEASE READ THEM CAREFULLY AS THEY AFFECT YOUR LEGAL RIGHTS.

1. Use of This Site

Acceptance of Terms of Service & Privacy Policy. Any use by you of this Site operated by Taburo Inc at www.Taburoco.com (the "Site") is conditional upon your acceptance of these Terms of Service and our Privacy Policy. Your continued use of the Site will be deemed acceptance of these Terms of Service and our Privacy Policy. The Site is intended for use by you only if you are of legal age to purchase alcohol in your place of residence and in the location from which you are accessing the Site. By using this Site, you represent and warrant that you meet the foregoing eligibility requirements. If you do not fall within this category, you may be in breach of laws or regulations applicable in your place of residence or in the location of access and you must leave the Site immediately. Use of and access to the Site is void where prohibited.

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Account credentials. If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Site or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security.

Prohibited Uses. You may use the Site only for lawful purposes and in accordance with these Terms of Service. You agree not to use the Site for any unauthorized use or for any illegal or unlawful purpose. Any unauthorized use or violation of these Terms of Service may immediately and automatically terminate your right to use and access the Site and may subject you to legal liability. Appropriate legal action may be taken for any illegal or unauthorized use of the Site. We may remove any unauthorized content, links, etc. without notice. Some examples of unauthorized, illegal or unlawful use of the Site include, but are not limited to:

- Violating any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- Use the Site in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site.
- Use any robot, spider, or other automatic device, process, or means to access the Site for any purpose, including monitoring or copying any of the material on the Site.
- Use any device, software, or routine that interferes with the proper working of the Site.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer, or database connected to the Site.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Engaging in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may cause harm to us, third parties, the Site or expose them to liability.

2. Intellectual Property

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4. Communications with this Site

You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate the law. Taburo Inc will fully cooperate with any law enforcement authorities or court order requesting or directing Taburo Inc to disclose the identity of or help identify anyone posting any such information or materials.

Other than Personally Identifiable Information, as defined in and governed by our Privacy Policy, any communication or material you transmit to the Site by e-mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non confidential and non-proprietary. Taburo Inc cannot prevent the "harvesting" of information from this Site, and you may be contacted by Taburo Inc or unrelated third parties, by e-mail or otherwise, within or outside of this Site. Anything you transmit may be edited by or on behalf of Taburo Inc, may or may not be posted to this Site at the sole discretion of Taburo Inc, and may be used by Taburo Inc or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore Taburo Inc is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose

whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

Although Taburo Inc may from time to time monitor or review discussion, chats, postings, transmissions, bulletin boards, and the like on the Site, Taburo Inc is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Site. Taburo Inc assumes no responsibility or liability for any actions or communications by you or any unrelated third party within or outside of this Site.

You represent and warrant that any idea or content you provide using our Site is original to you, does not infringe on another party's intellectual property rights, and that no other party has any rights thereto. You understand and acknowledge that you are responsible for any idea and any content you submit to our Site, and that you have full responsibility for such ideas and content, including its legality, reliability, accuracy, and appropriateness.

5. Sweepstakes & Promotions

Any prize draws, contests, sweepstakes or similar promotions made available through this Site may be governed by specific rules that are separate from these Terms of Service. By participating in any such prize draw, contest, sweepstakes or promotion you agree to become subject to those rules, which may vary from the terms and conditions set forth in these Terms of Service. Taburo Inc urges you to read the applicable rules, if any, which will be linked from the particular activity, and to review the Privacy Policy, which, in addition to these Terms of Service, will govern any information you submit in connection with such activities. To the extent that the terms and conditions of such rules conflict with these Terms of Service, the terms and conditions of such rules will control.

6. No Warranties; Limitation of Liability

YOUR USE OF THE SITE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES, OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE OR THE FUNCTIONS CONTAINED IN THE SITE OR ANY MATERIALS OR CONTENT CONTAINED THEREIN WILL

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To the fullest extent permitted by law, in no event shall Taburo Inc, or any other party involved in creating, producing, maintaining or delivering the Site, or any of their affiliates or related companies, or the officers, directors, employees, shareholders, or agents of each of them, be liable for any damages of any kind, including without limitation any direct, special, incidental, indirect, exemplary, punitive or consequential damages, lost profits, loss of goodwill, loss of reputation, cost of cover damages or intangible losses, whether or not advised of the possibility of such damages, and on theory of liability whatsoever, arising out of or in connection with the use or performance of, or your browsing in, or your links to other sites from, this Site. The foregoing does not affect any liability that cannot be excluded or limited under applicable law.

7. Indemnification

You agree to indemnify, defend and holdTaburo Inc harmless from and against any and all claims, actions, demands, causes of action and other proceedings arising from or related to any of the following: (a) your use of, inability to use, or activities in connection with the Site or any service offered on or through the Site; (b) any violation of these Terms of Service, including a breach of any representations and warranties, or any other terms, conditions or policies by you or through any account you may have with any website related to this Site; (c) any transaction by you on the Site; (d) any allegation that any submission or other materials that you make available through the Site (or the use of such materials by the Taburo Inc) infringe or otherwise violate the intellectual property, privacy, or other rights of any third party; or (e) your violation of any law, or the rights of any Site visitor, user, or customer, or any other third party; and you agree to reimburse the Taburo Inc Parties on demand for any damages, losses, costs, judgments, fees, fines and other expenses they incur (including attorneys' fees and court costs) as a result of any such claim(s).

8. Termination and Enforcement

You agree that Taburo Inc, at its sole discretion, may terminate your access to or use of the Site or any services provided on the Site, at any time and for any reason, including without limitation if Taburo Inc believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. Upon any such termination, your right to use the Site will immediately cease. You agree that any termination of your access to or use of the Site may be effected without prior notice and that Taburo Inc may immediately deactivate or delete any user name and/or password used by or provided to you, and all related information and files associated therewith, and/or bar any further access to such information or files. You agree that Taburo Inc, or any of their affiliates or related companies shall not be liable to you or any third party for any termination of your access to the Site or to any such information or files and except as required by law, shall not be required to make such information or files available to you after any such termination. If your access to the Site is terminated, Taburo Inc shall continue to treat any Personally Identifiable Information, as defined in and governed by our Privacy Policy, you may have provided, in accordance with such Privacy Policy. Taburo Inc reserves the right to take steps that Taburo Inc believes are necessary or appropriate to enforce and/or verify compliance with these Terms of Service (including without limitation in connection with any legal process relating to your use of the Site and/or a third party claim that your use of the Site is unlawful or violates such third party's rights).

9. United States Governing Law

This Site was developed in the United States of America in accordance with and shall be governed by, and your browsing in and use of the Site shall be deemed acceptance of, the laws of the State of North Carolina, United States of America. Although this Site may be viewed internationally, the products or services referenced on the Site may not be available in your country. The availability of this Site in your country does not mean that a product or service is available in your country and does not imply that Taburo Inc intends to make such products or services available in such countries. Without limitation, you agree that a printed version of these Terms of Service and amendments made hereto shall be admissible in any judicial or administrative proceedings based upon or relating to your use of the Site or these Terms of Service to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

10. Changes to Terms of Service

We may amend these Terms of Service from time to time at our sole discretion, provided that any such changes shall apply prospectively. If we materially change these Terms of

Service, we will use reasonable efforts to notify you through a notice on the Site or by email (sent to the email address specified in your account, if any), prior to or upon the change(s) becoming effective. All changes are effective immediately when we post them, and apply to all access to and use of the Site thereafter. This policy was last amended on July 16, 2021.

11. Waiver; Severability

Our failure to partially or fully exercise any rights or our waiver of any breach of these Terms of Service by you shall not prevent a subsequent exercise of such right by us or be deemed a waiver by us of any subsequent breach by you of the same or any other term of these Terms of Service.

If any provision of these Terms of Service shall be deemed to be unlawful, void or for any reason unenforceable, then that 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 Terms of Service shall be unaffected and shall continue to be fully valid, binding, and enforceable.

12. Arbitration; No Class Action

PLEASE READ THIS SECTION CAREFULLY. IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. USE OR ACCESSING THE SITE CONSTITUTES YOUR ACCEPTANCE OF THIS ARBITRATION PROVISION.

While we will make reasonable efforts to resolve any disagreements you may have with us, if these efforts fail you agree that all claims, disputes or controversies against us arising out of these Terms of Service, or the purchase of any products or services ("Claims") shall be exclusively submitted to binding arbitration (except for matters that may be taken to small claims court), no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. The party filing arbitration must submit Claims to the American Arbitration Association and follow its rules and procedures for initiating and pursuing an arbitration. Any arbitration hearing that you attend will be held in Charlotte, North Carolina, or at a place which you and we agree in writing, and the arbitrator shall apply North Carolina law

consistent with the Federal Arbitration Act. You may obtain copies of the current rules, and forms and instructions for initiating arbitration by contacting the American Arbitration Association at www.adr.org. A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years' experience or a retired or former judge, selected in accordance with the rules of the American Arbitration Association. The arbitration will follow the procedures and rules of the American Arbitration Association which are in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with these Terms of Service, in which case these Terms of Service will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your customer account information and other confidential information if requested to do so by you or us. Each party to the arbitration will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. The arbitrator's award is final and binding on the parties.

NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER USERS OR TO ARBITRATE ANY CLAIM AS A REPRESENTATIVE, CLASS MEMBER, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. ANY CLAIM YOU HAVE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE DATE THE CLAIM ARISES. We will not choose to arbitrate any Claim you bring in small claims court. However, if such a Claim is determined by the court to be outside its jurisdiction, the parties agree that the dispute shall then be submitted to arbitration. For any Claims that are not subject to arbitration the exclusive jurisdiction and venue for proceedings involving Claims shall be the courts of competent jurisdiction sitting within Charlotte, North Carolina, (the "Forum"), and the parties hereby waive any argument that any such court does not have personal jurisdiction or that the Forum is not appropriate or convenient.